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Book F163

SYLVIA ANN HOWLAND FUND.

No. 1

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 1000

Jenney S. Tripp

to be insured, lost or not lost, One Thousand Dollars on Barque Volga & outfits

for proportionally, on each as valued in the margin, at and from —

Fairhaven August 18th 1855

09
F16

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Vessel & outfits August 20. 1855 at noon.

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August. 18th 1859 at noon

Vessel valued, including Premium, $ 12.000

OUTFITS $ 13.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of eight per cent. if the risk ends within two years. and pro rata for a longer time, until

Prem....$ 80
Policy..... 1

$ 81.
70.85

August. 18. 1859 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the fourteenth day of August one thousand eight hundred and fifty five

79322

John A. Wan, Secretary.

J. R. Whitney, President.

No. 2

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

B. Ewer Jr.

Sum insured, $ 1000

to be insured, lost or not lost, One Thousand Dollars on Catchings on board Ship Arctic (as noted in the margin), at and from Guam March 7. 1855.

VALUATION.
Sperm Oil, 1.75 pr gal.
Whale Oil,
~~Whale Bone,~~

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings March 7. 1855.

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

July 27th 1858 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Two & one half per cent. if the risk ends within Six months and pro rata for a longer time, until

Prem....$ 25.—
Policy..... 1.—
$ 26.—

July 27th 1858 at noon.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty fifth day of August, one thousand eight hundred and fifty five.

John A. Staves Secretary. President.

1904

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1297

No. 3

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 8.000

Smyth and Allen & for account of whom it may Concern in case of loss pay Smyth & Allen

to be insured, lost or not lost, Eight Thousand Dollars on Barque Montgomery and outfits for whatsoever name or names she may be called in the Margin, at and from Newbedford Aug 21. 1855

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Vessel & outfits Aug 21. 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Aug 21. 1859 at noon

Vessel valued, including Premium, $ 10.000

OUTFITS $ 17.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, them executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Nine per cent. if the risk ends within Two years and pro rata for a longer time, until

Prem....$ 720
Policy.....

August 21. 1859 at noon

$ 121
297
1018-

Ins. Vessel & outfits Aug 21. 1855 to Aug 21. 1859 $1436 Prem. $720 Policy $1

6. mos. 85 dys =
30
180.

720 - 220 - 180
180

No. 1

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Benjamin Ellis

Sum insured, $ 2.750

to be insured, lost or not lost, Two Thousand Seven hundred & Fifty Dollars

on Ship Rover and Outfits for particulars, as each as mined in the margin - at and from Nantucket August 22. 1855

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Vessel & outfits Aug 22. 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August. 22 1859 at noon

Vessel valued, including Premium, $ 20.000

OUTFITS $ 24.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two Years and pro rata for a longer time, until

Prem....$ 220—
Policy.....
$ 221.—
55.
275

August 22nd 1859 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty seven day of August one thousand eight hundred and fifty five

John A Fawes Secretary. President.

No. 2

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH.

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,
$ 5,000

Jenney & Ship

to be insured, lost or not lost, Five Thousand Dollars on Ship Hudson & appurtenances as valued in the margin. at and from Sydney to Fairhaven —

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

~~wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured,~~ or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Vessel &c. August 22d 1855.

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium,
$ 5,000

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, ~~his~~ factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, ~~his~~ executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of ~~—~~ 3/8 ~~—~~ per cent. ~~if the risk ends within and pro rata for a longer time, until~~

Prem....$ 18,75
Policy. ..

$19.75

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Second Monday day of May one thousand eight hundred and fifty five.

John A. Hames Secretary. President.

No. 6

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Jenney & Mapp for account of whom it may concern to be well insured

for pay Jenney & Mapp

Sum insured, $ 23.000

to be insured, lost or not lost, Twenty Three hundred Dollars on Barque Volga and outfits proportionally on each as valued in the margin at and from Fairhaven August 18th 1855.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Vessel & outfits August 18th 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August 18th 1859 at noon

Vessel valued, including Premium, $ 12000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Outfits $ 13000

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Barque &c. or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Barque &c. or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two and pro rata for a longer time, until

Prem....$ 184
Policy.....

August 18th 1859 at noon

$ 185.
16 15
2 8 5

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Barque &c. aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Barque &c. whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty Third day of August one thousand eight hundred and fifty five

John A Hawes Secretary. President.

No. 1

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 500

to Reuben Fish for Moses Rull Son of any payment to Reuben Fish

to be insured, lost or not lost, Five hundred Dollars on Catchings on board Ship Pacific at value in the margin at sum from Bahama April 9th 1855

VALUATION.
Sperm Oil, 1.75
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings April 9th 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before Sept. 21. 1858. at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within One Year and pro rata for a longer time, until

Prem....$ 10
Policy....
$ 10.

Sept. 21. 1858. at noon.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings, whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty fourth day of August one thousand eight hundred and fifty five.

John A. Hawes
Secretary.

President.

No. 52

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 4,000

Benjamin Clough

to be insured, lost or not lost,

Four Thousand Dollars on Barque Gen. Scott and Outfits proportionally on each as valued in the margin, at and from Fairhaven Aug 30 1855.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Barque & outfits Aug 30. 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August 30. 1859 at noon

Vessel valued, including Premium, $ 15.000

Outfits $ 17,000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within two Years and pro rata for a longer time, until

Prem....$ 320
Policy..... 1

$ 321.

August 30. 1859 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

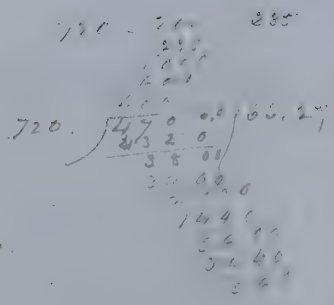
The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Thirtieth day of August one thousand eight hundred and fifty /

John A. Hames Secretary. President.



No. 9.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 2500

James. V. Coy.

to be insured, lost or not lost, Twenty fifve hundred Dollars. on Catchings on board Barque Bruce. Unconditionally on each as valued in the margin. at and from "Bran River" Feb. 24th 1855,

VALUATION.
Sperm Oil, 1.75
Whale Oil, 70
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings. Febuary 24th 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

June 22d 1858 at noon

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two years and pro rata for a longer time, until

Prem....$ 200
Policy..... 1
$ 201

June 22, 1858. at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Thirty first day of August one thousand eight hundred and fifty five.

Secretary. President.

No. 10

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured. $ 83.00

Jonathan Bourne Jr. for himself $3000 and to account of John D Millard $1200 - Tho. R Eeo $900 - A.S. Mo $600 - Same in Without $100 Each of Jon. Jonathan Bourne Jr.

to be insured, lost or not lost,

Eighty three hundred Dollars on Catchings on board Ship Kingfisher as valued in the margin at and from Guam

VALUATION.
Sperm Oil, 1,75
Whale Oil, 70
Whale Bone,

March 17th 1855

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings March 17th 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 22d 1857 at noon

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One year and pro rata for a longer time, until

Prem....$ 4.15
Policy..... 1
$ 4.16

to return for time not used if the risk ends without loss warranting Two and a half per cent. until September 22d 1857 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of meta ling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Third day of August one thousand eight hundred and fifty five

John R. Bowes Secretary. President.

Received Fairhaven May 1st 1876 from the Fairhaven Mutual Marine Insurance Company Three thousand five hundred Dollars on account of loss on Catchings on board Ship "King Fisher" as insured in the within Policy.

$3500.

Wm. Borden Jr
by G. H. Delano

Received Fairhaven July 8th 1876 from the Fairhaven Mutual Marine Insurance Company their note for four months for Four thousand six hundred and ninety nine Dollars and forty nine cents being balance due on account of loss on Catchings on board Ship King Fisher as insured in the within Policy.

$4699.49

Wm. Borden Jr

Memorandum.

To Loss due Dec. 20 1875.	5300	
" Bal 2nd due on Sp. July 8. 1876.	221.09	
" on " @ 4 mos. 3 days.	74.40	595.49

Cr

By Premium note.	416.	
Cash May 1. 1876.	3500	
July 8. Note 4 mos 3 days.	4699.49	8615.49

No. 11.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Ebenezer Allen 2d for National Bk Fairhaven in case of loss

Sum insured, $ 1200 — any to payable to Ebenezer Allen 2d

to be insured, lost or not lost,

Twelve hundred Dollars on Catchings on board Bark Anaconda as entered in the margin, at and from Gillespies Island July 4th 1855.

VALUATION.
Sperm Oil, 1,75
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings July 4th 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before November 24th 1856. at noon

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One Year and pro rata for a longer time, until to Return for time not used if the risk ends within One year

Prem....$ 60.
Policy..... 1
$ 61

five & a half per cent. until November 24. 1856 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the 1st day of February one thousand eight hundred and fifty five

John A Stanes Secretary. President.

No. 12

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 5000

Jenney & Fish

to be insured, lost or not lost,

Five Thousand Dollars on Barque Fine vessel

Outfits proportionally on each as valued in the margin hereof

from Fairhaven, September 3rd 1855

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Vessel and Outfits September 3rd 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 3rd 1859 at noon

Vessel valued, including Premium, $ 6,000

Outfits $ 15,000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two years and pro rata for a longer time, until

Prem....$ 400
Policy..... 1
$ 401

September 3rd 1859 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Third day of September one thousand eight hundred and fifty five.

Wm A. Tawes Secretary. President.

No. 13.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 3,000

Joseph Inspb for L. J. & J. Inspb as per Policy payable to Joseph Inspb

to be insured, lost or not lost,

Three Thousand Dollars on Barque Zone & outfits

for protection in each as valued in the margin. Comt from Fairhaven September 3d 1859

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Barque & Outfits September 3d 1859 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 3d 1859 at noon

Vessel valued, including Premium, $ 16,000

Outfits $ 16,000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two years and pro rata for a longer time, until

Prem....$ 240
Policy.....

$ 240

September 3d 1859 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Third day of September one thousand eight hundred and fifty five

John A Haines Secretary. President.

No. 4

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured.
$ 2500

Barque Dartmouth

to be insured, lost or not lost,

Two Thousand Five hundred Dollars on Barque Dartmouth and Outfits proportionally on each of the voyages

at and from New Bedford September 10th 1885

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Barque & Outfits September 10. 1885 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 10th 1889 at noon

Vessel valued, including Premium,
$

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Barque &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, &c factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Barque &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, &c executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Four years, and pro rata for a longer time, until

Prem....$ 200.
Policy.... 1

September 10th 1889 at noon.

$ 201.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Barque &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Barque &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

360.
200
3
663.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

720 - 200 - 663
200
132 610 1946
722
1068
52 68
2000
2880
1200
224
4800
4320

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the First day of September one thousand eight hundred and fifty five

John A. Ramsdell Secretary. President.

No. 15

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 5,300

Edmund Allen. for account of whom it may concern

to be insured, lost or not lost,

Fifty five hundred Dollars on Catchings on board Ship Arctic as valued in the margin. at and from Guam March 7th 1855.

VALUATION.
Sperm Oil, 1,75
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings March 7. 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

July 27th 1855. at noon

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One Year and pro rata for a longer time, their to return for time not used if the risk ends without loss or salvage

Prem....$ 275
Policy.....

$ 276.

less a half per cent. until July 27th 1855. at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Tenth day of September one thousand eight hundred and fifty five.

John A Stowes Secretary.

President.

No. 10

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 2,000

Rogers & Baxter

to be insured, lost or not lost,

Two Thousand Dollars on Barque America & Outfits.

proportionately on each as valued in the margin. Att and from

Wallahpassets September 12th 1855-

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Barque & outfits September 12th 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 12th 1859 at noon

Vessel valued, including Premium, $ 10.000

OUTFITS $ 10.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Barque &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Barque &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within five and pro rata for a longer time, until

Prem....$ 160 —
Policy...
$ 161

September 12th 1859 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Barque &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

11 mos. 11 dys.

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5600

5040

560

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage mercly, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the twelfth day of September one thousand eight hundred and fifty five

John A Hawes Secretary. President.

No. 1

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 900

Fairhaven Church for account of Milton Lee Esq. loss, if any, payable to Fairhaven Church.

to be insured, lost or not lost, One Hundred Dollars on Catchings and Ship Amazon. as valued in the margin, whom she was on the first day of September 1855 if in safety.

VALUATION.
Sperm Oil,
Whale Oil, 75
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings September 1st 1855 at noon.

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before September 29th 1856. at noon.

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One Year, and pro rata for a longer time, ~~until~~ to return for time not used if the risk ends sooner on Catchings and a Light-

Prem....$ 45
Policy.....
$ 45

until September 29th 1856.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Thirteenth day of September one thousand eight hundred and fifty five

John A Graves Secretary. President.

No. 18

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

William P. E. Pope

Sum insured,

$ 7000

to be insured, lost or not lost,

Seven Thousand dollars on Merchandize (on board Ship Olivia) At and from Boston to Honolulu S.I. via San Francis with liberty to tranship by any good vessel or vessels at and from San Francisco to Honolulu. but not liable for Gen. Average on shore at San Francisco

VALUATION.

Sperm Oil,

Whale Oil,

Whale Bone,

~~wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage,~~ ~~or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called.~~ Beginning the Adventure upon the said

Merchandize

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium,

$ 7000

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Merchandize or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Merchandize or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Four per cent. ~~if the risk ends within~~ ~~and pro rata for a longer time, until~~ to return one per cent on the amount landed at San Francisco

Prem....$ 280

Policy.... 1

$ 281.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Merchandize aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Merchandize whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the fourteenth day of September one thousand eight hundred and fifty

John A. Hawes Secretary. President.

No. 19

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 3000.

Roger L. Burton for himself $500. and for account of Abner Wood $2500 ins of any parcels to Roger L Burton.

to be insured, lost or not lost,

Three thousand dollars on Bark America & outfits proportionally on each as valued in the margin At and from Massachusetts September 14th 1885 at noon.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Barque & outfits. September 14th 1885 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 14th 1889 at noon

Vessel valued, including Premium, $ 100000

Outfits $ 14.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Six years and pro rata for a longer time, until

Prem....$ 240.
Policy..... 1

$ 241.
113.33
2 2 7.33

September 14th 1889 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

50
5 30
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340

240 - 340

240
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2 2 0
2 1 0
2 0 0

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

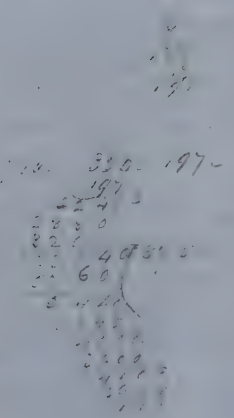
The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Fourteenth day of September one thousand eight hundred and fifty five

John A. Reaves Secretary. President.



No. 20

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH.

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

William B. Wiseman

Sum insured, $4.000

to be insured, lost or not lost, Four Thousand Dollars on Barque J. D. Thompson and Outfits. for Voyage as each as valued in the margin At and from the 15th Sept. 1859 at Noon

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Barque & Outfits September 15th 1859 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 15th 1859 at noon.

Vessel valued, including Premium, $ 20.000

Outfits $ 30.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Barque &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Barque &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within One year and pro rata for a longer time, until

September 15th 1859 at noon

Prem....$ 320.
Policy.... 1
$ 321.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Barque &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Barque &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the fifteenth day of September one thousand eight hundred and fifty nine

John A. Haines Secretary. President.

No. 21

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 1500

Elnora F. Morton

to be insured, lost or not lost,

Fifteen hundred Dollars on Barque Northrop and Outfits proportionally on each as valued in the margin At and from Fairhaven August 11th 1885

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Barque & Outfits August 11th 1885 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August 11th 1889 at noon

Vessel valued, including Premium, $ 9000

OUTFITS $6.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Barque &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Barque &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured. their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of None per cent. if the risk ends within four years and pro rata for a longer time, until

Prem....$ 135.
Policy..... 1

August 11th 1889 at noon

$136.
79.53
215.53

1yr. 2mo. 19dys
360
60
10
430

405
40
79.53
40
53
2160
340

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Barque &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Barque &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured: and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Nineteenth day of December one thousand eight hundred and fifty five

John A. Haines Secretary. President.

No. 22

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 8000.

Gibbs & Jenney for account of whom it may concern loss payable to Gibbs & Jenney,

to be insured, lost or not lost,

Eight Thousand dollars on Ship E. L. B Jenney and Outfits in triplicate as enlisted in the margin Aboard the ~~ship~~ for safety ~~September 6th 1855~~. At and from Manilla February 19th 1855

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said ~~ship and outfits September 6th 1855 at noon~~ February 19th

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before ~~February 19th~~ September 6th 1855 at noon

Vessel valued, including Premium, $ 20.000

OUTFITS $ 20000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, ~~their~~ factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, ~~their~~ executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One year and pro rata for a ~~longer time, until~~ to return three & a half per cent of the risk ends within Six months and

Prem.... $ 100 —
Policy. 1
$401 —

no loss is claimed until September 6th 1856
~~February 19th~~ September 6th 1856 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Fourteenth day of September one thousand eight hundred and fifty five.

Secretary. President.

No. 93

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,
$ 800

John R Boston

to be insured, lost or not lost, Fifteen hundred Dollars on Ship John Cozzens and Outfits proportionally on each as valued in the margin At and from Fairhaven July 17th 1855

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits. July 17th 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

July 17th 1859 at noon

Vessel valued, including Premium,
$ 14000

OUTFITS $ 8000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss: but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, &c, factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Ten days. and pro rata for a longer time, until

Prem....$ 120 —
Policy.... 1
$121

July 17th 1859 at noon

20,66

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Ninth day of September one thousand eight hundred and fifty five

John R Hawes Secretary. President.

No. 24

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Edmund Allen for account of whom it may concern loss if any payable to Edmund Allen

to be insured, lost or not lost,

Eight Thousand Dollars on Ship Northern Light and Outfits proportionally on each as valued in the margin. At and from

Sum insured, $ 8000

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship and Outfits September 22d 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 22d 1859 at noon

Vessel valued, including Premium, $ 25000

OUTFITS $ 25000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel and Outfits or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel & or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within One Years and pro rata for a longer time, until

Prem....$ 640
Policy.....

September 22 1859 at noon

$ 6 11.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel & aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel & whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

360
60
23
443

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

$ 12.15
1.2.23

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Ninth day of September one thousand eight hundred and fifty five.

Secretary. President.

No. 25

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Charles M Morgan

Sum insured.
$ 1000

to be insured, lost or not lost,

Ten thousand dollars on Catchings on board Ship Condor as entered in the margin

VALUATION.
Sperm Oil, 175 per gall
Whale Oil, 75 " "
Whale Bone, 45 " lb.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings March 7th 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 16th 1857 at noon

Vessel valued, including Premium,
$

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of five per cent. if the risk ends within one year and pro rata for a longer time, ~~until~~ to return for time one month, if the risk ends within less remaining two & a half per cent. until Sept 16th 1857 at noon

Prem....$ 200
Policy..... 1
$ 201

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days: and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the [illegible] day of September one thousand eight hundred and fifty five

Wm. R. Harris Secretary.

President.

No. 26

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Andrew N. Allen,

Sum insured, $ 2500

to be insured, lost or not lost, Twenty five hundred Dollars on Ship Alexander and Outfits proportionably on each as valued in the margin At and from New Bedford September 3d 1855.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

(Ship) now at sea September 3d 1855

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 3d 1859 at noon

Vessel valued, including Premium, $ 15000

OUTFITS $ 25.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Four and pro rata for a longer time, until

Prem....$ 200
Policy.....
$ 201.
46 50
$ 247.50
To Feb 10 —
5 mo 17
3d

September 3d 1859 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the third day of September one thousand eight hundred and fifty five.

John A. Haines Secretary.

President.

Fairhaven June 26. 1888

$308.02 Rec'd of the Fairhaven Mutual Marine Insurance Co
Three hundred and eight 2/100 dollars in full for loss on the within
Policy as per adjustment made by M. H. Taylor

A. H. Potter

Fairhaven Jany. 13. 1889.

$2259.51 Rec'd of the Fairhaven M.M.I. Co
Twenty two hundred and fifty nine 51/100 dollars in full
for loss under the within Policy & Interest due thereon.

A. H. Potter

No. 87.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Wm. G. E. Pope. For account of whom it may concern but if any payable to William G. E. Pope.

Sum insured, $ 5000

to be insured, lost or not lost,

Five Thousand Dollars on Merchandize on board Barque Francis Hennetta, At and from New Bedford Sept. 28th 1855 on a Whaling Voyage with liberty to trade, and Partners until said Merchandize is landed and Vessel at $100

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Merchandize September 28th 1855 as soon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Merchandize or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Merchandize or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. ~~if the risk ends within~~ One Year and ~~pro rata for a longer time, until~~ the Return from home and end of the risk and not Less.

Prem....$ 250
Policy.....

warranting Free of a half per cent.

$ 251.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Merchandize aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Merchandize whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the twenty eighth day of September one thousand eight hundred and fifty five.

John A. Travel Secretary.

President.

No. 28

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 2000

Wm. P. E. Pope, for account of whom it may concern, his, [illegible]

payable to William P. E. Pope.

to be insured, lost or not lost,

Two Thousand Dollars on Catchings on board ship

Consider as noted in the margin.

VALUATION.
Sperm Oil, 1,75 p gall
Whale Oil, 75 " "
Whale Bone, 45 " lb.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings March 1st 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 16th 1857 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, [illegible] factors, servants, and assigns, to, sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said [illegible] or of any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of five per cent. if the risk ends within one year and pro rata for a longer time, ~~until~~ the return for time not used if the risk ends without loss, commencing

Prem....$ 100
Policy.... 1
$ 101.

Two and a half per cent.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the first day of October one thousand eight hundred and fifty [illegible]

John A. Vanes Secretary.

President.

No. 29

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 2500.

George Aussey for account of whom it may concern
in I am liable to Geo Aussey.

to be insured, lost or not lost,

Twenty five hundred Dollars on Oil on board
the Intrude, At and from Newyork to Melbourne. as valued
at 2. months

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Oil. October 1st 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Oil or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Oil or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of ~~per cent. if the risk ends within longer time, until~~ One and three fourths per cent. ~~and pro rata for a~~

Prem....$ 43.75
Policy.....
$ 44.75

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Oil aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Oil. whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured: and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Tenth day of October one thousand eight hundred and fifty five.

John A. Haines Secretary. President.

360.
180.
22.
562.

No. 10

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 2000.

Samuel E. Tripp for account of whom it may concern

loss if any payable to Samuel E. Tripp

to be insured, lost or not lost,

$2000 on the Hull Rattan & Tackle of Ship Gay Ann as ordered in the margin. At and from

Valuation.
Sperm Oil,
Whale Oil,
Whale Bone,

Pata Sept 10th 1855.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

September 10th 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 16th 1858 at noon

Vessel valued, including Premium, $

Outfits $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Four per cent. if the risk ends within Ten and pro rata for a longer time, until Ten months from the arrival of the Bark Gay Ann at this port Provided her boats, outfit & Catchings

Prem....$ 60
Policy.....

$ 161.

And it is hereby agreed, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Third day of October one thousand eight hundred and fifty five

Secretary. President.

No. 31

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause [illegible]

Sum insured.

$ 2000

Loyalty Co.

to be insured, lost or not lost,

Two Thousand Dollars on Catchings on board Ship [illegible]

(Crate as ordered in the margin. At and from [illegible] 1855

VALUATION.

Sperm Oil, 1. 15 per ac

Whale Oil,

Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings from [illegible]

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before [illegible] 1858. at noon

Vessel valued, including Premium,

$

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, [illegible] factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, [illegible] executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of [illegible] per cent. if the risk ends within [illegible] and pro rata for a longer time, ~~until~~ the Returns for [illegible] and each [illegible] months, without [illegible] Insurance.

Prem....$ 100

Policy..... 1

$ 101.

Two and a half per cent. until July 27th 58 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Sixth day of October one thousand eight hundred and fifty [illegible]

Wm. A. Davis Secretary.

President.

No. 32

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH.

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause John P. Taber for account of whom it may concern loss if any payable to John P. Taber.

Sum insured, $ 7500

to be insured, lost or not lost, Seven thousand five hundred Dollars on Ship Lord Nelson and Outfits proportionally on each as valued in the margin. At and from New Bedford October 8th 1855.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Ship and Outfits. October 8th 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before October 8th 1859 at noon

Vessel valued, including Premium, $ 18,000

OUTFITS $ 22,000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two Years and pro rata for a longer time, until

Prem....$ 000
Policy..... 1

October 8th 1859 at noon

$ 601 16

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Eighth day of October one thousand eight hundred and fifty five

John A. Hawes Secretary. President.

No. 73

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 3000

Samuel B. Tripp

to be insured, lost or not lost, Three Thousand Dollars on Ship Samuel Watt and Outfits proportionally on each as valued in the margin At and from Fairhaven October 10th 1855

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & outfits October 10th 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

October 10th 1859 at noon

Vessel valued, including Premium, $ 16000

OUTFITS $ 16.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within Two Years and pro rata for a longer time, until

Prem....$ 240
Policy.....
$ 241.
3 63.
5 04,33

October 10th 1859 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Tenth day of October one thousand eight hundred and fifty five

John A Hawes Secretary. President.

Office Fairhaven M M Ins Co
Fairhaven Mass 1859.

The liability of the within named Company ~~on this policy~~ ceases with the tenth day of Oct. 1859 unless
~~upon the within policy until amount of said premium~~ for the term of six months from the
~~or the note~~ premium
~~at her post of discharge~~ Z. Fairhaven

John A Avery
Sec'y

Oct 10/59

15.5.17.4.

No. 34

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 2000

George F. Wing

to be insured, lost or not lost,

Two thousand Dollars on Ship General Scott and Outfits proportionally, on each as valued in the margin At and Fairhaven October 10th 1855

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits October 10th 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

October 10th 1859 at noon

Vessel valued, including Premium, $ 16.000

OUTFITS $ 16.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within One Year and pro rata for a longer time, until

Prem....$ 160 —
Policy..... 1
$ 161.

October 10th 1859 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Tenth day of October one thousand eight hundred and fifty five

John A Hames Secretary. President.

Office Fairhaven Mutual Marine Ins Co

Fairhaven Nov. 15th 1859

The Mutual Policy is Hereby continued for the term of Eight months from the tenth day of October 1859 at noon at the rate premium

John Allen Sec'y

F. R. Wheeler Pres't

No. 35

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 2000

Steam Ship

to be insured, lost or not lost,

Two thousand Dollars on Hull, Guns & Sails

and Outfits proportionally on each as valued in the margin

At and from Fairhaven October 11th 1854

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Hull & outfits October 11th 1854 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

October 11th 1859 at noon

Vessel valued, including Premium, $ 16000

OUTFITS $ 16000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two Years and pro rata for a longer time, until

Prem....$ 160
Policy.... 1
$ 161
175.55

October 11th 1859 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the 11th day of October one thousand eight hundred and fifty five.

Wm. D. Howes Secretary.

President.

Office Fairhaven M M Ins Co.
Fairhaven Nov. 9. 1859

The within Policy is hereby continued six months
from Octobr 10th 1859 at noon at pro rata premium.

F. R. Whitwell Pres.
John Adams Sec.

No. 36.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 1000

James Insph 2d

to be insured, lost or not lost,

One Thousand Dollars on Ship General Scott and Outfits proportionally on each as valued in the margin. At and from Fairhaven. October 10th 1855

VALUATION.
Sperm Oil.
Whale Oil.
Whale Bone.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits October 10th 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

October 10th 1859 at noon

Vessel valued, including Premium, $ 16.000

OUTFITS $ 16.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of eight per cent. if the risk ends within Ten Years and pro rata for a longer time, until

Prem....$ 80.
Policy.... 1
$ 81.—

October 10th 1859 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Tenth day of October one thousand eight hundred and fifty five.—

John A Hawes Secretary.

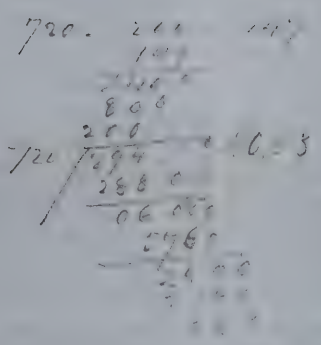
President.

Office Fareham Fire Ins Co

Fareham 11th Sept 1859

The within Policy is hereby continued for the term of Six months from the tenth day of October 1859 at noon at the rate premium

for John A Hawes Secy.



No. 37

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 2500.

James T. Cox,

to be insured, lost or not lost, Twenty five hundred Dollars on Catchings on board Bark Isaac as valued in the margin hereon the ans May 22d 1855

VALUATION.
Sperm Oil, 1.75 per gal
Whale Oil, .70 " "
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel. or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings May 22nd 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

June 22d 1858 at noon

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $ ———

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two Years. and pro rata for a longer time, until

Prem....$ 200
Policy..... 1
$ 201.
40.83
241.83

June 22d 1858 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Tenth day of October one thousand eight hundred and fifty five.

John A Haines Secretary. President.

No. 35

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 2800

Elenathan E. Slocum

to be insured, lost or not lost,

Twenty eight hundred Dollars on Bark Maria and Outfits Proportionately on each as valued in the accounts A[illegible] and from Newbedford October 8th 1855

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark & Outfits October 8th 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

October 8th 1859 at noon

Vessel valued, including Premium, $ 23000

OUTFITS $ 2200

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within One Year and pro rata for a longer time, until

Prem....$ 224
Policy..... 1

October 8th 1859 at noon

$ 225
1.
2 96.42

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Fourth day of October one thousand eight hundred and fifty five

Secretary. President.

No. 39.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured.
$ 3000

Charles D. Saben

to be insured, lost or not lost, Three Thousand Dollars on Ship Elizabeth & Bal[illegible] Jr personally on each as entred in the margin At and from New Bedford October 11th 1835.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits October 11th 1835 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

October 11th 1839 at noon

Vessel valued, including Premium,
$ 13,000

OUTFITS $ 19.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two years and pro rata for a longer time, until

Prem....$ 240
Policy.....

October 11th 1839 at noon

$ 241

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

120-240-717
240
1440
17 1080 | 23.
1440
2708
5480
5040
4400

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Eleventh day of October one thousand eight hundred and thirty five

Wm A Howe Secretary. President.

No. 40

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 2500

J. P. Bartlett and ors. For account of whom it may concern

to be insured, lost or not lost,

Twenty five hundred Dollars on Ship Seraph and Profits for fortunate, as each as valued in the margin hereof

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

New Bedford October 13th 1858.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: beginning the Adventure upon the said

October 13th 1858

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

October 13th 1859 at noon

Vessel valued, including Premium, $ 16000

OUTFITS $ 24000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two Years and pro rata for a longer time, until

Prem....$ 200
Policy..... 1
$ 201

October 13th 1859 at noon

1

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Thirteenth day of October one thousand eight hundred and fifty Five

John A. Haines Secretary. President.

No. 11.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Tomy Mugs to insure $ Ten Thousand $10000 00 Sum insured, $ 3000 Dollars payable to Tomy Mugs,

to be insured, lost or not lost,

Eight Thousand Dollars on Ship Sarah and Outfits

Sperm Oil, Whale Oil, Whale Bone, respectively on each as valued in the margin At and from

Mattapoisett October 13th 1855

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits. October 13th 1855 at noon Twenty Four hours as the ship sat Mattapoisett

as aforesaid, and to continue during the voyage aforesaid, until she shall return and ~~anchor North of an East and West line drawn through Palmer's Island Light House,~~ if she shall so return before

October 13th 1859 at noon

Vessel valued, including Premium, $ 15.000

Outfits $ 19.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within One Year and pro rata for a longer time, until

October 13th 1859 at noon

Prem....$ 640)
Policy..... 1)
$ 641

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the fifteenth day of October one thousand eight hundred and fifty five

John A. Hawes Secretary. President.

No. 12

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 7110

Daniel K. Hathaway)

to be insured, lost or not lost,

Seven hundred Dollars on Barque Winthrop and his proportionally on each as valued in the margin At and from Sept. 9th 1858.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Barque Winthrop Sept 9th 1858 at noon as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before August 11th 1859 at noon

Vessel valued, including Premium, $ 9,000

OUTFITS $ 16000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Nine per cent. if the risk ends within two Years and pro rata for a longer time, until

Prem....$ 63
Policy..... 1

August 11th 1859 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

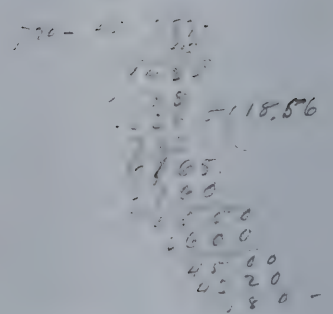
This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Eighteenth day of October one thousand eight hundred and fifty 7

John A Hawes Secretary.

President.



No. 12.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Shift & Allen for account of whom it may concern

Sum insured. $ 500

payable to Shift & Allen

to be insured, lost or not lost,

Five hundred Dollars on Barque Montgomery, and Outfits

Jointly or each as valued in the margin. At and from Nantucket

August 21st 1837

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Barque Montgomery August 21st 1837 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August 21st 1839 at noon

Vessel valued, including Premium, $ 14,000

OUTFITS $ 21,000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within Two Years and pro rata for a longer time, until

Prem.... $ 175
Policy...

$ 175
18.75
$64.56

August 21st 1839 at noon.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the nineteenth day of October one thousand eight hundred and fifty four

John Secretary. President.

No. 44

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH.

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured. $ 3000

Phineas E. Tomy

to be insured, lost or not lost.

Three Thousand Dollars on Ship Stephania and Outfits

VALUATION. Sperm Oil. Whale Oil. Whale Bone.

Particularly on each as valued in the margin, At and from Anjier. July 22d 1855

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits July 22d 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August. 2d 1858 at noon

Vessel valued, including Premium, $ 12,600

Outfits $ 14,000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Nine per cent. if the risk ends within Two Years and pro rata for a longer time, ~~until~~ the return for time and risk if the risk ends within two Years Nine per cent

Prem....$ 270
Policy..... 1
$ 271

until August. 2d 1858 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the twenty second day of October one thousand eight hundred and fifty five

John A Franks Secretary. President.

Fairhaven Aug. 21st 1886

Ins. 180.56
Ins. 6.34
$186.90

Rec'd of the Fairhaven Mills Co. one hundred
and eighty six 90/100 dollars in full for loss & interest due
as per on the within policy of this date.

) A. C. Terry

No. 45.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 1200

Phineas E. Terry

to be insured, lost or not lost,

Twelve Hundred Dollars on Catchings on board Ship Stephania as valued in the margin. At and from the 1st July 22nd 1855

VALUATION.
Sperm Oil, 1.75 per gal
Whale Oil, 80 " "
Whale Bone, 48 " lb.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings July 22nd 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August 29th 1858 at noon

Vessel valued, including Premium, $ —

OUTFITS $ —

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two years and pro rata for a longer time, until London sc.,

Prem.... $ 96
Policy.... $ 97 96 21.60

August 29th 1858 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings, whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days: and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the twenty second day of October one thousand eight hundred and fifty —

John A. Haines Secretary.

President.

No. 40

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 2500.

Wm C. R. Swift for account of Hannah A. Perry. loss if any payable to Wm C. R. Swift

to be insured, lost or not lost,

Twenty five hundred Dollars on Ship Alexander and Outfits proportionally on each as valued in the margin At & from New Bedford September 3rd 1855.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Vessel at Noon of September 3rd 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 3rd 1859 at noon

Vessel valued, including Premium, $ 3125

Outfits $ 24,000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within One Year and pro rata for a longer time, until

Prem.... $ 200
Policy....
$ 10

September 3rd 1859 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days: and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the twenty third day of October one thousand eight hundred and fifty five

John A. Hawes Secretary.

President.

Fairhaven June 26th 1858

$308.02 Recd of the Fairhaven Mutual Marine Insurance Co
Three hundred & eight 02/100 dollars in full for loss on the within Policy
as per adjustment made by Wm H Taylor Esq.
300.
180.
32.
512 dn

Hezekiah H Pease
by Eben Pease

Fairhaven Jany 13. 1859

$2259.51 Recd of the Fairhaven M.M. Ins Co
Twenty two hundred fifty nine 51/100 dollars in full
for loss on the within Policy & interest due thereon.

Eben Pease
for W. H. Swift

No. 47.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,
$ 500

Schr Eldridge,

to be insured, lost or not lost,

One thousand Dollars on Catchings on board Ship Mary Ann as valued in the margin At and from Paita September 1st 1855

VALUATION.
Sperm Oil. . 45 per gall
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings September 1st 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before September 16th 1858 at noon

Vessel valued, including Premium,
$ —

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings, or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One year and pro rata for a longer time, ~~until~~ to return for Time not used if the risk ends sooner than Policy Terminates from date of Policy

Prem....$ 50
Policy..... 1
$ 51.

until September 16th 1858 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the sixth day of October one thousand eight hundred and fifty five

John A Havens Secretary. President.

No. 48

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause R. L. Baxter & Owners Dr. and for account of whom it may concern

Sum insured, $ 2500

if any payable to. Rogers & Baxter

to be insured, lost or not lost,

Valuation.
Sperm Oil, 1 ½ c
Whale Oil, 90
Whale Bone,

Twenty five hundred Dollars on Catchings on board Barque R. L. Baxter as noted in the margin. At and from St. Helena July 6th 1855,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings July 6th 1855 at noon

Vessel valued, including Premium, $

Outfits $

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before May 12. 1858 at noon

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One year and pro rata for a longer time, until At Noon for time not used of the risk as written Rec'd Marquette Bank Log [illegible]

Prem....$ 175
Policy..... 1
$ 176.

until May 12th 1858 at noon

And it is hereby agreed, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the [illegible] day of October one thousand eight hundred and fifty [illegible]

John A. Hames Secretary. President.

No. 49

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,

$

to be insured, lost or not lost,

VALUATION.

Sperm Oil.

Whale Oil.

Whale Bone.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium,

$

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of per cent. ~~if the risk ends within~~ ~~and pro rata for a longer time, until~~

Prem....$

Policy.....

$

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the day of one thousand eight hundred and fifty

Secretary.

President.

No. 30

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

R. L. Baxter. for account of. Said Sayles Esqr. & Co.
Sayable &c.
Rogus L. Baxter.

to be insured, lost or not lost,

One Thousand Dollars on Catchings on board Bark
R. L. Baxter as valued in the margin. At & from St. Helena
July 6th 1855.

Sum insured, $ 1000

Valuation.
Sperm Oil, 1/3 Sh. ea
Whale Oil, 80
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings July 6th 1855 at noon
Mond Twenty four hours at the wharf in Matapoisett.

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

May 12th 1858 at noon

Vessel valued, including Premium, $

Outfits $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said (Catchings) or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss: but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, ~~his~~, factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said (Catchings) or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One Year and pro rata for a longer time, ~~until~~ to return for time not used if the risk ends within less, transactions from date back for cash until

Prem....$ 30
Policy..... 1
$ 31

May 12th 1858 at noon

And it is hereby agreed, that if the insured shall have made any other insurance upon the (Catchings) aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said (Catchings) whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the [illegible] day of July one thousand eight hundred and fifty [illegible]

Wm. A. Hawes Secretary. President.

56.
56.58
3 66/8.8

No. 57

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 500

Edward A. Burns

to be insured, lost or not lost,

Eight hundred Dollars on Barque Bulgar & Outfits

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

per Journal, in each as valued in the margin At & from

Fairhaven August 18th 1855.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Barque & Outfits August 8th 1855 as now

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium, $ 12000

August 18th 1859 at noon

OUTFITS $13,000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured. his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two Years and pro rata for a longer time, until

Prem.... $ 64
Policy..... 1
$ 65
56.88
121,88

August 18th 1859 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Thirtieth day of October one thousand eight hundred and fifty 7/

John A. Haven Secretary. President.

Parkdown June 12 1877

$21.50

Receive of the Parkdown Mutual Manu Co. —
Twenty one dollars & 50/100 cents being the amount due me
for loss on the within policy, (cattle & cow shed) as per annexed
a/c made up by Wm H Taylor.

Sam'l H. Elder & Son per Order
of Wm H. Burns

North Falmouth June 9th 1857

Mr Hawes please pay to Samuel Eldridge the amount due me on the Insurance of my part of the Bark Wolga & this shall be ~~my~~ your receipt for the same Edw Burns

No. 52.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 5,750

Jonathan Bourne 2d. for account of Theodore Ellis of ... any ... payable to Jonathan Bourne 2d.

to be insured, lost or not lost.

Five thousand seven hundred & fifty Dollars

VALUATION.

Sperm Oil.

Whale Oil.

Whale Bone,

on Ship Masonry and Outfits proportionably on each as valued in the margin. At & from New Bedford October 10th 1855

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits October 10th 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

October 10th 1859 at noon

Vessel valued, including Premium, $ 16,000

OUTFITS $30,100

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two years and pro rata for a longer time, until

Prem.... $ 1440

Policy.

October 10th 1859 at noon

$ 461.

350.75

31.15

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Thirtieth day of October one thousand eight hundred and fifty five.

John A Hawes Secretary.

President.

No. 33

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 8000

Swift and Allen for account of whom it may concern
as per Invoice of Swift & Allen

to be insured, lost or not lost,

Eight Thousand Dollars on Barque Eugenia & Outfits
Specifically on each as valued in the margin At & from
New Bedford (November 3d 1855.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Barque Outfits November 3d 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

November 3d 1859 at noon

Vessel valued, including Premium, $ 18000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $ 26...

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Four years and pro rata for a longer time, until

Prem....$ 640
Policy.... 1

November 3d 1859 at noon

$ 641
2.07 .14
11.83 .14

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the third day of November one thousand eight hundred and fifty five.

John A Hawes Secretary.

President.

[illegible]

[illegible] and forty one dollars on [illegible] for 1935 on the [illegible] as per adjustment made by Wm H Taylor Feb 1, 35.

Wm H Allen

No. 54

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured. $ 8000

F. R. Whitnell for account & whom it may concern Ship Jany Gamble &c. F. R. Whitnell

to be insured, lost or not lost,

Eight Thousand Dollars on Barque Joseph Maxwell

VALUATION.
Sperm Oil.
Whale Oil.
Whale Bone.

and Outfits. Proportionately on each as value & in the voyage at & from Fairhaven. Number 3rd 1858

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Vessel valued, including Premium. $ 12000

Barque & Outfits. Number 3rd 1858 at noon

OUTFITS $ 1600

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Number 3rd 1859 at noon

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c. or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c. or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within twelve months, and pro rata for a longer time, until

Prem....$ 640
Policy.... 1
$ 641.

Number 3rd 1859 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c. aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c. whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the third day of November one thousand eight hundred and fifty [illegible]

John A. Haw Secretary. President.

No. 50

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 4500

Sand B Kempton In account of whom it may concern
(as it may prejudice to Sand B Kempton)

to be insured, lost or not lost,

Forty five hundred Dollars on Brig Barnstable

and Cargo Jointly in each as noted in the margin

At & from New Bedford October 29th 1857

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Brig & Cargo October 29th 1857 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

October 29th 1859 at noon

Vessel valued, including Premium, $ 15000

Outfits $ 28.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within two Years and pro rata for a longer time, until

October 29th 1859 at noon

Prem....$ 360
Policy.....

$ 361

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the 12 day of November one thousand eight hundred and fifty 7

John A Francis Secretary. President.

No. 56

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 1000

Vendon Fish

to be insured, lost or not lost,

One thousand Dollars on Ship Japan & Outfits

specifically on each as valued in the margin hereof, from

Fairhaven November 6th 1853

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits - November 6th 1853 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

November 6th 1859 at noon

Vessel valued, including Premium, $ 28000

Outfits $ 28000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within One Year and pro rata for a longer time, until

Prem.... $ 80.
Policy..... 1
$ 81.

November 6th 1859 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Sixth day of November one thousand eight hundred and fifty four

John A. Hawes Secretary. President.

Copy.

New Bedford Feby 17. 1857. I hereby transfer my interest in the within Policy, to William S. Blackler, the same to be paid to him in case of loss. he having purchased from me the said Property

Reuben Fish

a True Copy

Attest John A. Harris Secy

No. 57

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

F. R. Whitnell for account of whom it may concern Lay Jany

Sum insured,

$ 7000

Loyable &c

to be insured, lost or not lost,

F. R. Whitnell

Seven Thousand Dollars on Ship Japan & Cutch

Valuation.

Sperm Oil,

Whale Oil,

Whale Bone,

Jointly & severally on each as valued in the margin. At & from Fairhaven

November 6th 1855.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Cutch November 6th 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

November 6th 1859 at noon

Vessel valued, including Premium,

$ 28000

Outfits $ 28000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two years and pro rata for a longer time, until

Prem.... $ 560

Policy... 1

$ 561.

November 6th 1859 at noon

And it is hereby agreed, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Sixth day of November one thousand eight hundred and fifty five

John A. Hames Secretary.

President.

No. 25.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 500

Joseph Pope

to be insured, lost or not lost,

Eight hundred Dollars on Barque Morgan & Cargo proportionally on each as ordered in the voyage. At & from Fairhaven August 18th 1855.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Barque Morgan August 18th 1855 a noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August 18th 1859 at noon

Vessel valued, including Premium, $ 12000

OUTFITS $ 13.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the said, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two years and pro rata for a longer time, until

Prem.... $ 64
Policy.....
$ 65

August 18th 1859 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Tenth day of November one thousand eight hundred and fifty five.

John A. Hawes Secretary. President.

Office I. M. Main Mc. Office
Fairhaven. May 7. 17

$ 21.50.

Recd. of the above named Office the sum of Twenty one dollars & fifty Cents. Being the sum due me on general average of 1/2 on Cables & Anchors — as per a/c as made up by W. H. Taylor.

Joseph Sope
by Benjamin L. Tubes

No. 59

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause R. M. Sexton For account of whom it may concern Ors if any

Sum insured, $ 100

payable to R. M. Sexton.

to be insured, lost or not lost, Six hundred Dollars on Catchings in bond Ship Mary Ann As valued in the margin At & from Tonby September 20. 1857

VALUATION.
Sperm Oil, 145 p gall
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings September 20th 1858 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before October 16. 1858 at noon

Vessel valued, including Premium, $

Outfits $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One year. and pro rata for a longer time, until To return for time out and of the risk ends in port Wednesday 3rd daylight ca

Prem....$ 30
Policy.... 1
$ 31.

anter. September 16th 1858 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the first day of September one thousand eight hundred and fifty five

John A Hawes Secretary. President.

No. 60

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Samuel C. Tripp for account of Samuel Potter Co Lay payable to Samuel C. Tripp

Sum insured, $ 1000.

to be insured, lost or not lost, One Thousand Dollars on Catchings on Board Ship Nay Ann as related in Register. At and from the 3 September 1855.

VALUATION.
Sperm Oil, 1.50 per gal
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings. September 20th 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before September 16th 1858 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of [illegible] per cent. if the risk ends within [illegible] and pro rata for a longer time, until

Prem....$ 5.-
Policy....

$ 51
2.--
52.33

September 16th 1858 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance: provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the [illegible] day of [illegible] one thousand eight hundred and fifty [illegible]

John A. Hawes Secretary.

President.

No. 61

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 1500

Isaiah Bent

to be Insured, lost or not lost, Twenty five hundred Dollars. on Ship Hudson

& Outfits for Voyage as each as valued in the Manifest Sept 1

Fairhaven December 16th 1855.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits December 16th 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

December 16th 1856 at noon

Vessel valued, including Premium, $ 16.000

OUTFITS $ 24.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel & Outfits or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss: but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel & Outfits or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within One and pro rata for a longer time, until

Prem....$ 200
Policy.....
$ 201.

December 16th 1859 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel & Outfits aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel & Outfits whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Sixteenth day of December one thousand eight hundred and fifty five

John A. Stanwood Secretary. President.

No. 62

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured. $ 2000

Roland Fish

to be insured, lost or not lost,

Two Thousand Dollars on Ship Clifford Wayne and Outfits, proportionally on each as valued in the margin. At & from Fairhaven, December 17th 1855,

VALUATION.
Sperm Oil.
Whale Oil.
Whale Bone.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfit, December 17th 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

November 17. 1859 at noon

Vessel valued, including Premium, $ 12,000

Outfits $ 20,000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two Years and pro rata for a longer time, until

Prem....$ 160
Policy..... 1
$ 161

November 17th 1859 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Seventeenth day of November one thousand eight hundred and fifty five

John A. Hames Secretary. President.

No. 43.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured $ 1000

W. R. Whitwell for account of whom it may concern. Ship Lagoda Co. T. R. Pickens

Lagoda Co.

to be insured, lost or not lost,

Six thousand Dollars on Ship Clifford Wayne & Cutter

Instrumentally in each as valued in the margin. And from

Fairhaven November 19th 1858.

VALUATION.
Sperm Oil.
Whale Oil.
Whale Bone.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship Clifford Wayne Cutter November 19th 1858 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

November 19th 1859 at noon

Vessel valued, including Premium, $ 12,000

OUTFITS $ 20,000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within One Year, and pro rata for a longer time, until

Prem....$ 480.
Policy.....
$ 7181

November 19th 1859 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the nineteenth day of November one thousand eight hundred and fifty

John A. Hawes Secretary. President.

No. 04

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Stephen Dibbs for account of himself $175, for account of Sun. [illegible] $3000 for any [illegible] Stephen Dibbs

Sum insured, $ 3500

to be insured, lost or not lost,

Valuation.
Sperm Oil. 175 per gall
Whale Oil. 80 " "
Whale Bone. 48 " 96

Thirty five hundred Dollars on Catchings on board Ship Needwell. as valued in the margin. And from Whereinsoever the same may arise in Safety. July 19. 1855

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings July 19th 1855 as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before November 16th 1857 as aforesaid.

Vessel valued, including Premium, $

Outfits $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said (Catchings) or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said (Catchings) or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within one year and pro rata for a longer time, until the return for time one mid of the risk ends within Up. Mauritius and a half per cent. until. November 16th 1857. as aforesaid.

Prem....$ 175
Policy.....
$ 176

And it is hereby agreed, that if the insured shall have made any other insurance upon the (Catchings) aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said (Catchings) whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Monday day of March one thousand eight hundred and fifty five.

John A. Hames Secretary. President.

Rec'd of the Fountain M M In Co Forty 62/100
dollars for Loss on the within policy as per "make up"
W H Taylor Agent 22/5/7 Stephen Gibbs

Fountain Hotel 22/61.

No. 15.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Jennes & Fish for account of whom it may concern, both if any

Sum insured. $ 3500

payable to. Jenney & Fish

to be insured, lost or not lost,

Thirty five hundred Dollars on Ship Hudson & Batchs

VALUATION. Sperm Oil. Whale Oil. Whale Bone.

particularly as each as valued in the margin. At & from Fairhaven

November 20. 1855.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Batchs. November 20. 1855 as above

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

December 20. 1859 as above

Vessel valued, including Premium, $ 16000

OUTFITS $ 18000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within One Year, and pro rata for a longer time, until

Prem....$ 280
Policy....

$ 281.

November 20th 1859 as above

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the twentieth day of November one thousand eight hundred and fifty.

John A. Vance Secretary.

President.

No. 16

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 2000

Joseph U. Taber.

to be insured, lost or not lost,

Two thousand Dollars on Ship Hudson & Outfits

Sperm Oil, Whale Oil, Whale Bone, respectively as enlisted in the margin hereof.

Fairhaven November 20th 1855.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits - November 20th 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

November 20th 1859 at noon

Vessel valued, including Premium, $ 11,000

Outfits $ 18,000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two Years and pro rata for a longer time, until

Prem....$ 160.
Policy.... 1
$ 161

November 20th 1859 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the day of one thousand eight hundred and fifty

Secretary. President.

No. 17

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 600

Charles Tamon for account of Andrew Fuller Loss if any

to be insured, lost or not lost,

Six hundred Dollers on Catchings on Board

Ship Barclay as valued in the margin. At & from St. Helena

to Stonington 26th 1855.

VALUATION.
Sperm Oil, 1,500 gls
Whale Oil, 200 "
Whale Bone, 5 " 1b

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings September 26th 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August 1st 1858 at noon

Vessel valued, including Premium, $

Outfits $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within two years and pro rata for a longer time, until

Prem....$ 48
Policy " "
$ 49

August 1st 1858 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the second day of November one thousand eight hundred and fifty five

John A. Hames Secretary. President.

No. 66

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured. $ 7200

Edmund. Mayfield for account of whom it may concern Ins'd and payable to Edmund Mayfield.

to be insured, lost or not lost,

Seven Thousand two hundred Dollars on Catchings on board the Ship William Penn, as included in the assignment, and from adherence of the same of on safe by September 5th 1855

VALUATION.
Sperm Oil. 181 per gall
Whale Oil. 80 " "
Whale Bone. 50 " "

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings September 5th 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

October 2nd 1854 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One year and pro rata for a longer time, until the return for time not used of the risk and notice left warranty Int a Lay in case

Prem.... $ 360
Policy... "
$ 361.

October 2nd 1854 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days: and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the day of one thousand eight hundred and fifty

Secretary. President.

BOX No. 117

To the Post Office at Fairhaven, Mass., Dr.

For Postage of Letters, rom	Jan 1	to	Mch 31	1857 - -	$
" " " Transient printed matter for quarter ending				185 - -	
" " " Newspapers for quarter ending			June 30	" - -	16
" Office Box, for quarter ending			March 31	" - -	25
					$ 41

PAID

No. 69

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured. $ 500

Benjamin F. Bartlett.

to be insured, lost or not lost,

for [illegible] on the ship [illegible] whereof [illegible] is master, [illegible] at and from the Island of Oahu. she was safe. July 30th 1855.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark Offsets. July 30. 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

June 25th 1858 at noon

Vessel valued, including Premium, $ 10000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $ 12 . . .

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said [illegible] or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, [illegible] factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said [illegible] or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, [illegible] executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five & one half per cent. if the risk ends within [illegible] and pro rata for a longer time, until

Prem....$ 107.50
Policy... .
$ 43.50

June 25th 1855 at noon

$343.75

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the [illegible] aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said [illegible] whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days: and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the [illegible] day of [illegible] one thousand eight hundred and fifty [illegible]

John A Hamm Secretary. President.

Fairhaven Mutual Insurance Co's Office
Fairhaven Feby 9. 1847.

$138.22

Received of the Fairhaven Mutual Marine Insurance Company, the sum of One hundred & Thirty ~~eight~~ dollars and Twenty two cents; being in full for all demands against the said Office, on account of loss of Bark Bruce, and outfits, insured in the within Office.

Benjamin F. Bee & Co

Memorandum

Sum insured	343.75
50 per cent. to be paid	171.87
Less premium note.	33.65
	$138.22 per Bee & Co.

No. 76

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured. $ 11000

"Isaac F. Tom for account of whom it may concern
Loss if any payable to Isaac F. Tom.

to be insured, lost or not lost, Eleven thousand Dollars. on Ship Mr. Henry & Outfits

for precisely as each as valued in the margin. At & from

VALUATION.
Sperm Oil.
Whale Oil.
Whale Bone,

Fairhaven December 1st 1855.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship Henry. December 1st 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

December 1st 1859 at noon

Vessel valued, including Premium, $ 14000

OUTFITS $ 14.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c. or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two Years and pro rata for a longer time, until

Prem....$ 480
Policy.... 1
$ 481

December 1st 1859 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the first day of December one thousand eight hundred and fifty five

Thos. C. Hawes Secretary. President.

No. 71

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured. $ 1750

Albert Sawin

to be insured, lost or not lost.

Seventeen hundred & fifty Dollars on Ship Gilbert Wm

And Outfits for such Voyage as valued in the margin &

Sea from Fairhaven December 1st 1855

VALUATION.
Sperm Oil.
Whale Oil.
Whale Bone.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits. December 1st 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

December 1st 1859 at noon

Vessel valued, including Premium. $ 11000

Outfits $ 6000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within One Year and pro rata for a longer time, until

Prem ...$ 140
Policy ... 1
$ 141

December 1st 1859 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days: and that the insured shall not abandon, in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded: and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured: and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the 1st day of December one thousand eight hundred and fifty five

John [illegible] Secretary.

President.

No. 72

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,
$ 1200.

Ship Warren

to be insured, lost or not lost,

Twelve hundred Dollars on Catchings on Board Bark Lagrange, as valued in the margin. At & from Wherever she may be in safety.

October 14th 1857 at noon

VALUATION.
Sperm Oil. 180 [illegible]
Whale Oil. 80 [illegible]
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings October 14th 1857 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

May 21st 1858 at noon

Vessel valued, including Premium,
$

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within one year and pro rata for a longer time, until

Prem....$ 96
Policy.... 1
$ 97.

May 21st 1858 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days: and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the first day of December one thousand eight hundred and fifty five.

Secretary. President.

No. 73

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 12 m

Nath[l] S. Tabor

to be insured, lost or not lost,

Twelve hundred Dollars on Catchings on board Bark Lagrange, as valued in the margin. At & from the ... the com. of in Safety. October 14th 1857

VALUATION.
Sperm Oil, 150 pr
Whale Oil, 80 " "
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings Octobr. 14th 1857 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

May 21. 1858. at noon

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss: but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within One Year and pro rata for a longer time, until

May 21st 1858 at noon

Prem.... $ 96.
Policy.... 1
$ 97.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the first day of December one thousand eight hundred and fifty five

John Williams Secretary.

President.

No. 74

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Marlbn. Bradford. For account of whom it may concern

Sum insured. $ 1200

Up of any payable to Marlbn Bradford

to be insured, lost or not lost,

Twelve hundred Dollars on Catchings on board Bark Lagrange. as valued in the margin. At & from where she was for safety. October 14th 1855.

VALUATION.
Sperm Oil. 180 Bbls
Whale Oil. 80 " "
Whale Bone.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings. October 14th 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before May 21st 1858 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within two years and pro rata for a longer time, until May 21st 1858 at noon

Prem.... $ 96.
Policy..... 1
$ 97.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Thirtieth day of December one thousand eight hundred and fifty five

John A. Harris Secretary. President.

No. 75

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 1000

John Howard

to be insured, lost or not lost,

One thousand Dollars on Catchings on board Bark Lagrange, as mentd in the margin. At & from whence she was. Sd in safety October 14th 1855.

VALUATION.
Sperm Oil. 180 ₰ gal
Whale Oil. 50 " "
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings October 14th 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

May 21st 1858 at noon

Vessel valued, including Premium, $

Outfits $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within one year and pro rata for a longer time, until

Prem....$ 80
Policy.....
$ 81.

May 21st 1858 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the third day of December one thousand eight hundred and fifty five

John A Howard Secretary. President.

No. 76

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured. $ 2150

John T. Abate. For account & per indorsement on the back hereof. Loss if any payable to John T. Abate

to be insured, lost or not lost,

Twenty one hundred & fifty dollars. on Bark Saint & Outfits. Proportionately on each as noted in the margin. At & from Hallowell ( ) 185.

VALUATION.
Sperm Oil.
Whale Oil.
Whale Bone.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark & Outfits. December 4th 1858 as noon moved twenty four hours at the Wharf at Mattapoisett

as aforesaid, and to continue during the voyage aforesaid, until she shall return and ~~anchor North of an East and West line drawn through Palmer's Island Light House, if~~ she shall so return before

December 4th 1859. at noon

Vessel valued, including Premium, $ 1.000

Outfits $ 600

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Outfits or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel & or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Nine per cent. if the risk ends within One Years and pro rata for a longer time, until

Prem....$ 212
Policy....

December 4th 1859 at noon

$ 213
52.50
52.50

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel & aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel & whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the fourth day of December one thousand eight hundred and fifty four

Secretary. President.

[illegible] Bonnes [illegible]

[illegible]	500
[illegible]	500
[illegible]	900
[illegible]	300
[illegible]	300
[illegible]	350
Samuel Hurlevant Jr.	300
John Adam	200
Edward S. Adam	$2,650

No. 77

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured. $ 375

P. E. Mumford,

to be insured, lost or not lost,

VALUATION.
Sperm Oil, 180 ⁴
Whale Oil.
Whale Bone,

Three hundred & seventy five Dollars on Catchings on board Bark Ponce. as valued in the margin hereof from Noon of the date hereof July 30th 1855.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings July 30th 1855. at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

June 28th 1858 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said (Catchings) or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, (his) factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, (his) executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Nine per cent. if the risk ends within Two years and pro rata for a longer time, until

Prem....$ 33.75
Policy..... 1.
$ 34.75

June 28th 1858 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Eleventh day of December one thousand eight hundred and fifty five.

John A. Haines Secretary. President.

298 1/3 GG
Jun — 1854
$375.

Office I. M. & Ins Office.
Fairhaven June 15. 1857

$129.37. Rec'd of the Fairhaven Mutual Manuf. Co. the sum of One Hundred & Twenty nine 37/100 dollars being in full for all demands against said Office. for Loss on Bank Bonds as insured by the said Co's

D. E. Merrihew
By J. W. Whitwell
Attorneys

No. 78

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Warren Island for account of Whom it may Concern

Sum insured, $ 6000

loss if any payable to Warren Islands

to be insured, lost or not lost, Six Thousand Dollars on Ship Phillips & La Noye &

VALUATION. Sperm Oil, Whale Oil, Whale Bone, their proportionally on each as valued in the margin. At & from Fairhaven. (December 18th 1838)

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Ship & Outfits December 18th 1838 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before December 18th 1839 at noon

Vessel valued, including Premium, $ 20,000

OUTFITS $ 2,000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Ship &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Ship &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two Years and pro rata for a longer time, until

Prem....$ 480
Policy.....
$ 480.

December 18th 1839 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Ship &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Ship &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Eighteenth day of December one thousand eight hundred and fifty nine

John A Howes Secretary. President.

No. 19

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured. $ 8000

Smft. and Allen for account of whom it may concern

Ch. of any Bayabe &c. Smft & Allen

to be insured, lost or not lost,

Eight Thousand Dollars on Oil & Bone on Board

Ship Sterling Star. ~~At & from~~ as valued in the margin At Spm

Honolulu S.I. to New York.

VALUATION.
Sperm Oil,
Whale Oil. 80 pr gun
Whale Bone, 50 " lb

~~wherever she may go on a whaling voyage~~, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Oil & Bone. October 8th 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until ~~she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before~~

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Oil & Bone or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Oil & Bone or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if ~~the risk ends within~~ and ~~pro rata for a longer time, until~~

Outfits $

Prem....$ 160
Policy.....

$ 161

Per annum as per Slip

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Oil & Bone aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Oil & Bone whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Eighteenth day of September one thousand eight hundred and fifty five.

John A. Haines Secretary. President.

Boston Jan 15 1846

$ 1175.52.

Rec'd Fifteen Million Manufacturers Insurance Co
Four hundred and Seventy five 52/100 Dollars being amount in full for general coverage by us of the Ship Thos Hastings Master
as per Policy No 79

Wright & Allen

HF 175 .F7
.M61
1846
Cage

No. 50

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Stephen Tubbs. In account of whom it may concern. Lp.t. any Payable &c. Stephen Tubbs

Sum insured, $ 1.0

to be insured, lost or not lost, Forty Two hundred Dollars on Crew, the Catchings of (Ship Rhodolite) on Board. Ship Lent Pike. At & from Honolulu to New Bedford. October. 29th. 1855.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone, 18.11

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Crew. October 29th. 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, ~~if she shall so return before~~

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Crew or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Crew or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Ten per cent. if the risk ends within Five Months. and pro rata for a longer time, until Ten annual at New Bedford

Prem....$ 84
Policy..... 1
$ 55.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Crew aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Crew whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the [illegible] day of [illegible] one thousand eight hundred and fifty [illegible]

John A Hawes Secretary. President.

No. 91

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 937

to be insured, lost or not lost,

(One hundred & thirty seven Dollars on Bark)
Cavalli & Outfits. Particularly on each as valued in the Margin
At & from New Bedford September 29th 1855

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark & Outfits. September 29th 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 29th 1859 at noon

Vessel valued, including Premium, $ 1200 00

OUTFITS $ 1800

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Bark &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the said factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Bark &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two years and pro rata for a longer time, until

Prem.... $ 74,96
Policy...

September 29th 1859 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Bark &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Bark &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twentieth day of December one thousand eight hundred and fifty

Secretary. President.

No. 52

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH.

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured. $ 1600

Thomas E. Trembley

to be insured, lost or not lost,

One thousand Dollars on Catchings on board Ship Sam'l Robertson as valued in the margin. At & from Amulula Sandwich Islands. October 27th 1855.

VALUATION.
Sperm Oil. 1800 per
Whale Oil. 80 " "
Whale Bone, 20 " lb.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings. October 27th 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August 18th 1856. at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings, or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings, or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within Five months and pro rata for a longer time, until

Prem....$ 20
Policy....
$ 20.

August. 18th 1856. at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the twenty first day of December one thousand eight hundred and fifty five.

Secretary. President.

No. 63.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured. $ 500

[illegible]

to be insured, lost or not lost, Five hundred Dollars on Catchings in Brig Ship Java. as valued in the margin. At & from Amelia S. J. C. H. Oct. 28th 1857.

VALUATION.
Sperm Oil, 150 Dollars
Whale Oil, 80 " "
Whale Bone, 30 " "

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings October 28th 1857 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before April 19th 1858 at noon

Vessel valued, including Premium, $ —

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within One Year and pro rata for a longer time, until

Prem....$ 40.
Policy... 1
$ 41

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the twenty first day of December one thousand eight hundred and fifty four

John A. Haines Secretary. President.

No. 84

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 8000

Gibbs & Denney for account of whom it may concern

Copy of any papers &c. Gibbs & Denney

to be insured, lost or not lost,

Eight thousand Dollars on Oil on board Brig Leander

at & from Honolulu S.I. October 22d 1855 for a passage direct

Valuation.

Sperm Oil,

Whale Oil.

Whale Bone.

whereof she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Oil October 22d 1855 as soon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, ~~if she shall so return before~~

Vessel valued, including Premium, $

Outfits $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Oil or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Oil or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Two and one half per cent. ~~if the risk ends within~~ ~~and pro rata for a longer time~~, until

Prem.... $ 200

Policy.... $ 201

In arrive at New Bedford

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Oil aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Oil whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Fourth day of December one thousand eight hundred and fifty five.

William R. Tames, Secretary.

President.

No. 55

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured. $ 2000

Franklin Hatch

to be insured, lost or not lost,

Two thousand Dollars on Catchings on board Ship Wm Rotch as valued on the margin Ats from Honolulu S. I. October 27th 1855

VALUATION.
Sperm Oil, 150 per gal.
Whale Oil, 80 " "
Whale Bone, 50 " "

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings October 27th 1855 at noon as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August 18th 1856 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said (Catchings) or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said (Catchings) or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within Five Months and pro rata for a longer time, until

Prem.... $ 40
Policy....
$ 40

August 18th 1856, at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the (Catchings) aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said (Catchings) whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty Sixth day of December one thousand eight hundred and fifty five

John A Haines, Secretary.

President.

No. 84

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured. $ 2500

James R. Turner

to be insured, lost or not lost,

Twenty five hundred Dollars on Catchings as per

Ship Sam Robertson now under the Master. At & from

Honolulu October 27th 1855

VALUATION.
Sperm Oil. 80 p gal
Whale Oil. 50 "
Whale Bone, 50 lb

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings. October 27th 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August. 18th 1856 at noon

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of two per cent. if the risk ends within five months and pro rata for a longer time, until

Prem....$ 50
Policy....
$ 31.

August. 18th 1856 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the twenty sixth day of December one thousand eight hundred and fifty five

John R Hawes Secretary. President.

No. 57

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured. $ 2500

Sarah F. Terry for account of whom it may concern lys

Jas Bayate & Co. Sarah F. Terry

to be insured, lost or not lost,

Twenty five hundred Dollars on Catchings a boat

Ship Sam'l Robertson as valued in the margin. At Honolulu.

Valuation
Sperm Oil, 150 p gal
Whale Oil, 85 " "
Whale Bone, 30 " lb

Honolulu. October 27th 1855.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings October 27th 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August. 18th 1856 at noon

Vessel valued, including Premium, $

Outfits $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Two per cent. if the risk ends within five months, and pro rata for a longer time, until

Prem.... $ 50
Policy.... 1
$ 51

August. 18th 1855 at noon

And it is hereby agreed, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Second day of September day of October one thousand eight hundred and fifty five

John A. Hames Secretary. President.

No. 88

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $

E Sawin for account of whom it may concern Sp's

as Payable &c. E Sawin.

to be insured, lost or not lost,

Thirty two hundred & fifty Dollars on Bone in Brig Ship Rambler as noted in the margin. At & from Lahaina (Sandwich Islands) October 19th 1855

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone, 50 ℔.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bone. October 19th 1855 as soon

as aforesaid, and to continue during the voyage aforesaid, ~~until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before~~

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Bone or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss: but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Bone or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within Five months and pro rata for a longer time, until

Prem....$ 15
Policy.....

the arrival at the Port of discharge in the United States

$ 96

Nov. 16 1855 paid

1 yr. 7 mos. 27 ds.

200.
210
28
597.

150 65

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Bone aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Bone whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the First day of January one thousand eight hundred and fifty five

John A Haines Secretary. President.

Fairhaven Jany 13th 1879.

$3.688.38

Recd of the Fairhaven Mutual Marine Ins Co
Thirty two hundred & thirty eight 38/100 dollars in full for
loss or claim under Policy & interest due thereon.

E. Sawin

No. 59

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Nathan Church for account of Melton Lee Esq. & ano.

Sum insured, $ 600

Payable to. Nathan Church

to be insured, lost or not lost, Six hundred Dollars on Catchings a board Ship Amazon, as valued in the margin, At & from Bahama S. I.

November 3d 1855

VALUATION.
Sperm Oil.
Whale Oil. 50 pr gall
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings. November 3d 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before September 29th 1856 at noon

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within five months and pro rata for a longer time, until

OUTFITS $

Prem....$ 12
Policy...
$ 13

September 29th 1856 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Fourth day of January one thousand eight hundred and fifty Six

Secretary. President.

No. 90

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Welcome J. Sawtin for account of Theodore E. Sawtin.

Sum insured, $ 300

Ships if any payable to Welcome J. Sawtin.

to be insured, lost or not lost,

Three hundred Dollars on Catchings a board Ship Christopher Mitchell as valued in the margin. At & from Batavia September 16th 1855.

VALUATION.
Sperm Oil.
Whale Oil. 80 p gall
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings. September 16th 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

July 5th 1857 at noon

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within three months. and pro rata for a longer time, until

Prem....$ 6.
Policy.... 1
$ 7.

July 5th 1857 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the fifth day of January one thousand eight hundred and fifty five

John A. Hawes Secretary.

President.

No. 91.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 1420

Nathan Church for account of whom it may concern, & if any payable &c. Nathan Church.

to be insured, lost or not lost,

Four thousand four hundred & twenty Dollars. on &c

VALUATION.
Sperm Oil.
Whale Oil. 80 bbls
Whale Bone,

on board Ship Rambler as named in the margin. At & from Lahaina. (P.I.) October 16th 1885.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

&c October 16th 1885 at noon

as aforesaid, and to continue during the voyage aforesaid, until ~~she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before~~

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss: but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within Five months and pro rata for a longer time, until

Prem.... $ 88.40
Policy ...

$ 89.40

an annual as per list of Surcharge in the Custom House.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Seventh day of January one thousand eight hundred and fifty four

John A Hames Secretary. President.

Statement.

Loss on Cargo of Ship Amazon on board Ship Rambler abandoned March 7th 1857.

Premium not deducted.

Int from May 10th/57 to April 23rd/58

4420.
296.25
4123.75
235.76
$4359.51

Fairhaven April 23rd 1858.

$4359.51

Received of the Fairhaven Mutual Marine Insurance Company the sum of Four thousand three hundred and fifty nine 51/100 dollars the same in full for all loss or claims against said Company on or under the within policy No 91.

Nathan Church

No. 92.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Nathan Church for account of whom it may concern. By

Sum insured, $ 7333

any payable to Nathan Church

to be insured, lost or not lost.

Seven Thousand Three hundred & thirty Three Dollars

on Bone on board Ship Caroline. as valued in the margin. At

from Lahaina. S. I. October 17th 1853

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone, 10 p. C

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bone. October 17th 1853 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, ~~if she shall so return before~~

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Bone or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Bone or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Ten per cent. if the risk ends within five months, and pro rata for a longer time, until

the arrival at the first of discharge in the United States

Prem.... $ 14.1.66
Policy.... 1
$ 147.66

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Bone aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Bone whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Seventh day of January one thousand eight hundred and fifty four

John L Hawes Secretary. President.

No. 93.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Lorenzo Pierce for account of Sand Sutton Esq of

Sum insured. $ 600.-

on paybacks. Lorenzo Pierce

to be insured, lost or not lost,

Six hundred Dollars on Catchings on board Ship Pierce. as inland on the margin. At & from "Mauritius"

September 23d 1855.

VALUATION.
Sperm Oil. 180 p. gall
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings September 23d 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

June 15th 1856 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One year and pro rata for a longer time, ~~until~~ to return for time over and if the risk ends within 6 mo. Manuf. Mos to half per cent.

Prem.... $ 30
Policy.... 1
$ 31

June 15th 1856 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured: and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Tenth day of January one thousand eight hundred and fifty-4

John A Hawes Secretary. President.

No. 94

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

James F. Henry

Sum insured, $ 600

to be insured, lost or not lost, Six hundred Dollars on Nautical Instruments, Merchandize and Furniture on board Ship Empire, At & from Honolulu I. I. September 15th 1853

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Instruments &c. September 15th 1853 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, ~~if she shall so return before~~

Vessel valued, including Premium, $ 600

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Instruments &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Instruments &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within Five months and pro rata for a longer time, until

her arrival at her port of discharge in the United States.

Prem.... $ 12
Policy.... 1
$ 13

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Instruments aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Instruments whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

Not accountable for any loss unless occasioned by wreck or stranding

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Tenth day of January one thousand eight hundred and fifty four

John A Haines Secretary. President.

No. 95

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured. $ 100

Joseph Tripp

to be insured, lost or not lost, Three hundred Dollars on Bark Outfits & Catchings as valued in the margin, and Three hundred Dollars on Catchings on board said Bark, as valued in the margin. At & from whenever she was safe in safety on September 22d 1855

VALUATION.
Sperm Oil. 150
Whale Oil.
Whale Bone.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark Outfits & Catchings September 22d 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

June 28th 1858 at noon

Vessel valued, including Premium, $ 10.000

OUTFITS $ 12.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Bark &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Bark &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of five dollars per cent. if the risk ends within one year and pro rata for a longer time, until

Prem.... $ 33.
Policy... 1
$ 34.

June 28th 1858 at noon

166 2/3 94
Ins. 1800
#300.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Bark &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Bark &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Fourteenth day of January one thousand eight hundred and fifty five

John C. Williams Secretary.

President.

Office Fairhaven M M Ins Co.

Fairhaven May 26. 1857

$ 249.44

Received of the Fairhaven Mutual Marine Ins Co.
Two hundred & forty nine dollars & forty four cents in full for all demands against said Office for loss on Bark Bruce, Suspt. & Catchings. as insured in the ~~anchor~~ policy of which the within is a copy

Joseph Foster

Memorandum

Insured on Suspt. & Catchings.	300	
50 per ct. ~~70~~	150	150
Ins'd on Catchings.	300.	
48 per ct Ins.		146. 18
		294. 18
less 111. per ct		14. 41
		279. 77
less Com note		34.
		245. 77
3 mo. do		3. 67
		249.44 Com paid.

Jan 30th

Jan 1st to Calvings - 300.

53 days at 1st 150/150

150

Calvings.

Jan Brand 16

48 days at 1st 156.00

144.18

2.97.18

16.-

279.37

Jan 16 days at

Jan from and

24.-

24 3.37

3 days at 2nd

3.06

249.44

P. Jan -

Calvings and 37

40 at

Jan 1st

1.21

11.12

762.21

762.62

Sch.

Sum on Policy No 44. 271.
Int. 18.97

" " " 45 74.40
Com. 5.18 369.55

Sum on Policy No 44. 160.26
Int. 6.24 1×6.90

$182.65

271
18.97
289.97
79.58
369.55

74.40
5.18
79.58

289.97
156.10

No. 75

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

E. R. Hinx for account of whom it may concern

Sum insured, $ 550

Loyalty to E. R. Hinx

to be insured, lost or not lost,

Five hundred & fifty Dollars, on Catchings on board Brk Consock as valued in the margin. At 6pm Honolulu S.I. November 29th 1855.

VALUATION.
Sperm Oil,
Whale Oil, $60 p bbl
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings November 29th 1855. at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August 1. 1857 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One year and pro rata for a longer time, until

August 1st 1857 at noon

Prem....$ 27.50
Policy.
$ 28.50
5 1/2
7.75

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the first day of January one thousand eight hundred and fifty 7

John A. Hawes Secretary. President.

No. 97

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 1550

E. R. Almy,

to be insured, lost or not lost,

Fifteen hundred & fifty Dollars on Catchings on Board Ship Speedwell as valued in the margin, At & from Honolulu, November 9th 1855,

VALUATION.
Sperm Oil,
Whale Oil. 30 p bbl
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings November 9th 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

November 16th 1857 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves. Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Ten per cent. if the risk ends within One year and pro rata for a longer time, until

Prem....$ 32 50
Policy....
$ 33.50

November 16th 1857 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Fifteenth day of January one thousand eight hundred and fifty six

Wm. A. Adams Secretary. President.

No. 45

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Swift & Allen for account of whom it may concern. to pay any payable to Swift & Allen

Sum insured, $

to be insured, lost or not lost, Eight Thousand Dollars on Oil & Bone on board Bark Covington, (being Copper fastened & Sheathed with Yellow Metal) at and from Lahaina Nov. 21st 1855 to Marion Rh. as in the margin. At & from Lahaina Nov. 21st 1855 to Marion Rh.

VALUATION.
Sperm Oil. 165 pair
Whale Oil. 75 " "
Whale Bone. 45 " lb

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Oil & Bone. Novmbr 21st 1855. at noon

as aforesaid, and to continue during the voyage aforesaid, ~~until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before~~

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Oil & Bone or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Oil & Bone or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within five months, and pro rata for a longer time, until

her arrival at her port of discharge in the United States.

Prem....$ 160
Policy.... 1
$ 161

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Oil & Bone aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Oil & Bone whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Eleventh day of January one thousand eight hundred and fifty six

J. H. Adams Secretary. President.

No. 49

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Smft & Allen for account of whom it may concern, to be insured, lost or not lost,

Sum insured. $ 6060

Any payable to. Smft & Allen.

Six Thousand & Sixty Dollars on Oil Bone or Bone Shd Ship Virginia (Catchings) of Bark 3 E Fonnell as valued in the margin, At & from Lahaina Nov 16th 1855 for Ten Months

VALUATION.
Sperm Oil. 165 per
Whale Oil. 85. "
Whale Bone, 1.15. "

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Oil & Bone November 16th 1855 at noon as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, ~~if she shall so return before~~

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Oil & Bone or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Oil Bone or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within Five and pro rata for a longer time, until her arrival at her port of discharge in the United States

Prem.... $ 121.32
Policy.... 1
$ 122.32

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

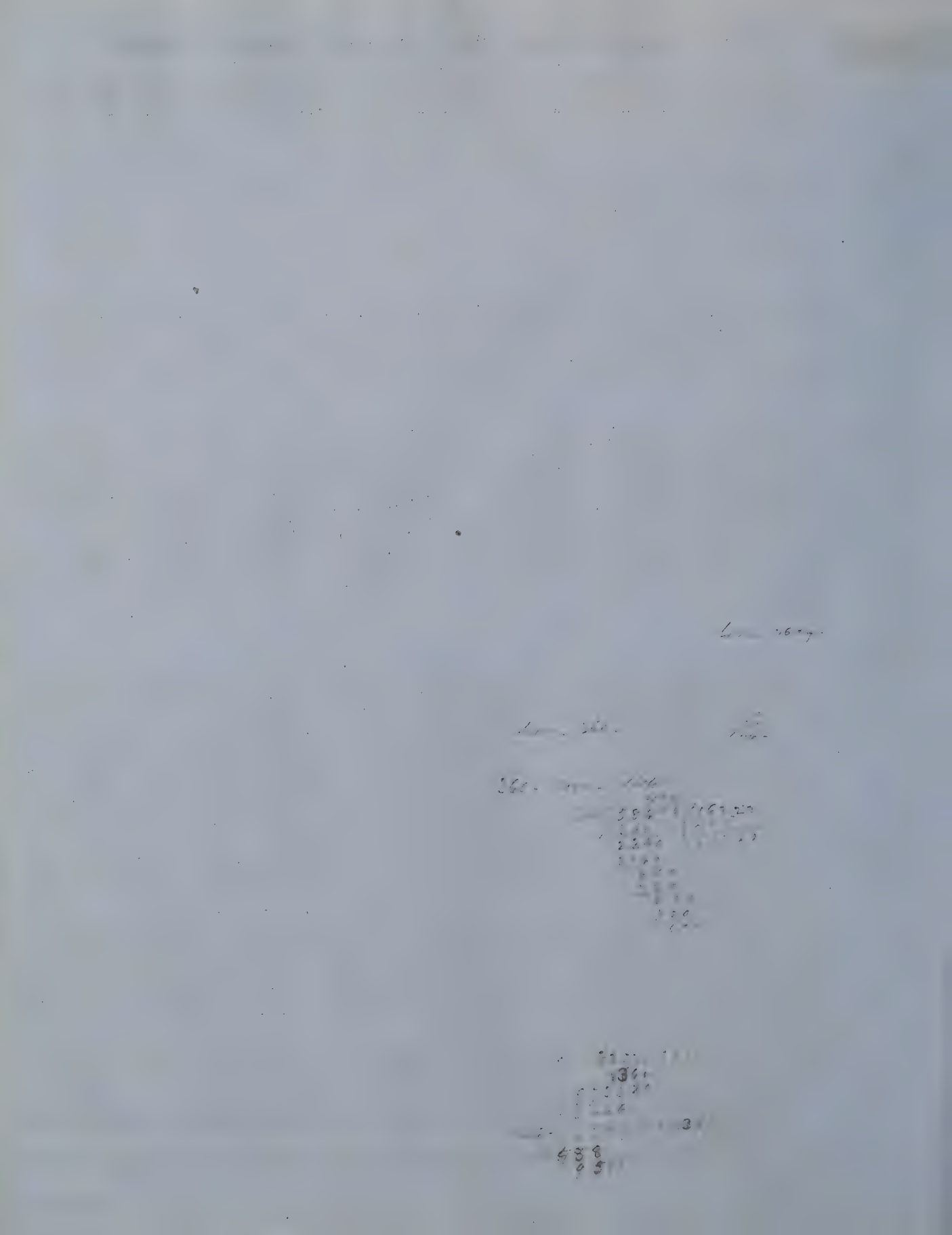
The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty Ninth day of January one thousand eight hundred and fifty Six

Secretary. President.



No. 100

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Smft. & Allen for account of whom it may concern. Loss if any payable to Smft & Allen

Sum insured, $ 5000

to be insured, lost or not lost.

Eight Thousand Dollars on Catchings & Legal Bark J. E. Emmons as valued. The voyage At Sea from Lahaina, November 6th 1855

VALUATION.
Sperm Oil. 165 gal
Whale Oil. 95 "
Whale Bone, 45 lb

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings November 16th 1855 at noon as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before August 30th 1857 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of five per cent. if the risk ends within One Year and pro rata for a longer time, until

Prem....$ 100
Policy.....
$ 101—

August 30th 1857 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Fifteenth day of January one thousand eight hundred and fifty Five

John A Hawes Secretary.

President.

No. 101

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

E. Sawin for account of whom it may concern Ops of any

Sum insured, $ 3000

(Payable to E. Sawin,

to be insured, lost or not lost,

Eight Thousand Dollars on Oil on board Ship

VALUATION.

Sperm Oil.

Whale Oil. 50 hogsd

Whale Bone,

B. F. Hoxie, (being Catching) of Ships Stat'l as valued in the marg.n A 1 from Honolulu for Novembr 23rd 1855 for New York

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Oil Novembr 23rd 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, ~~until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before~~

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Oil or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Oil or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Four per cent. if the risk ends within For the Voyage and ~~pro rata for a longer time~~, until

Prem....$ 140

Policy....

$ 141.

the amount at the port of discharge in the United States

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Oil aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Oil whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Eighteenth day of January one thousand eight hundred and fifty Six

John A. Howes Secretary. President.

No. 102.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Fish Robinson & Co. for account of whom it may concern

Sum insured. $

C/f of any Injuries &c. Fish Robinson & Co.

to be insured, lost or not lost, Four Thousand eight hundred & Sixty dollars on

Oil on board Ship Adeline, (Jenny Catching of the Sandwich Islands) as

Valuation. Sperm Oil, 130/egal Whale Oil, Whale Bone, valued in the margin. At & from Lahaina Nov. 24th 1855 for Sandwich

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Oil Novembr 24th 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, ~~if she shall so return before~~.

Vessel valued, including Premium, $

Outfits $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Oil or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Oil or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within Five months and pro rata for a longer time, until

Prem....$ 97.20
Policy...
$ 98.20

her arrival at the Port of discharge in the United States.

And it is hereby agreed, that if the insured shall have made any other insurance upon the Oil aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Oil whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Eighth day of January one thousand eight hundred and fifty six

John A Haines Secretary.

President.

No. 103.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Fish Rotinson Hd Co. account of whom it may concern

Sum insured, $ 5000

Sops if any payable to Fish Rotinson Hd Co.

to be insured, lost or not lost, Five thousand Dollars on Catchings on board ship

Florida as valued in the margin. At & from Honolulu S. I.

November 30th 1855

VALUATION.
Sperm Oil, 1200 1/2
Whale Oil, 30.
Whale Bone, 10. 0.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings November 30th 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

October 11th 1858 at noon

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said (Catchings) or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said (Catchings) or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two years and pro rata for a longer time, until

Prem....$ 400
Policy.... 1
$ 401

October 11th 1858 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said (Catchings) whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Fifteenth day of January one thousand eight hundred and fifty five

Wm. A. Howes Secretary.

President.

No. 104

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Fish Robinson & Co for account of Thos W. Williams $2250. & for account of J. Phinney $250. Loss if any payable to Fish Robinson & Co

Sum insured, $ 2500

to be insured, lost or not lost,

Twenty five hundred Dollars on Catchings on Board the Ship Florida as valued in the margin, At & from Honolulu S.I. November 30th 1855

VALUATION.
Sperm Oil, 150 p bbl
Whale Oil, 30 " "
Whale Bone, 45 " lb

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings. November 30th 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

October 11th 1858 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within two years and pro rata for a longer time, until

October 11th 1858 at noon

Prem....$ 200
Policy.... 1
$ 201

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

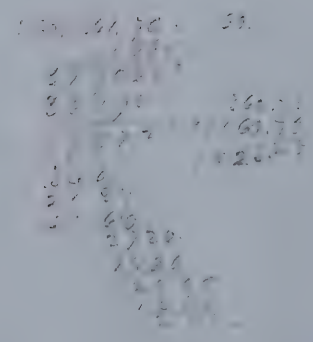
The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Eleventh day of January one thousand eight hundred and fifty six

John A. Hawes Secretary. President.



No. 115

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Swift & Allen for account of whom it may concern, Ship

Sum insured. $ 72.34

any payable to. Swift & Allen

to be insured, lost or not lost, Seven thousand two hundred & thirty four Dollars

on Catchings on board Ship Enoch Swift, at & from the

as valued in the margin. At & from Lahaina S I.

November 26th 1855.

VALUATION.
Sperm Oil. 165 ₱ gal.
Whale Oil. 75 " "
Whale Bone, 45 " "

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings November 26th 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before September 6th 1859 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One year and pro rata for a longer time, until

Prem....$ 361.70
Policy... 1
$ 362.70

September 6th 1859 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Eighteenth day of January one thousand eight hundred and fifty 4

John D Hames Secretary. President.

No. 106.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 2000

William Bowne

to be insured, lost or not lost, Two thousand Dollars on Ship Panchita & Outfits proportionally in each as valued in the margin. At & from Fayal. September 13th 1858

VALUATION.
Sperm Oil.
Whale Oil.
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits September 13th 1858 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August 7th 1859 at noon

Vessel valued, including Premium, $ 141.000

OUTFITS $ 20.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel & Co or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel & Co or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two years and pro rata for a longer time, until

Prem.... $ 160
Policy..... 1
$ 161.

August 7th 1859 at noon.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel & Co aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel & Co whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the twenty eighth day of January one thousand eight hundred and fifty [illegible]

John A Haines
Secretary.

President.

No. 107

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 500

Rogers & Baxter as agents of Frank Coleman Jr.
Loss if any payable to Rogers & Baxter
to be insured, lost or not lost, Five hundred Dollars on Catchings on Frank Bark
C. L. Baxter — valued at ...

July 1st 1855

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

VALUATION.
Sperm Oil. 80 p gall
Whale Oil. 30 "
Whale Bone.

Catchings July 1st 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

May 12th 1858 at noon

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, (his) factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One year and pro rata for a longer time, until

Prem.... $ 25
Policy... "
$ 25.

May 12th 1858. at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

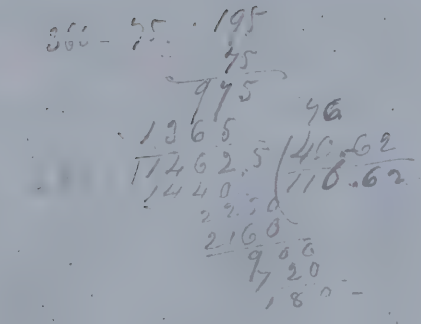
The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the [illegible] day of [illegible] one thousand eight hundred and fifty [illegible].

John A. Hawes Secretary. President.



No. 105

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured. $ 1500

Jonathan Whalen

to be Insured, lost or not lost, Fifteen hundred Dollars on Catchings in Board Ships Henry Rowland, as valued in the margin hereof from Date

November 7th 1855

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

VALUATION.
Sperm Oil. 130 pr. gun
Whale Oil. 80 "
Whale Bone, 30 " lb

Catchings November 7th 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium, $

September 4th 1858 at noon

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said (Catchings,) or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of five per cent. if the risk ends within One Year and pro rata for a longer time, ~~until~~ the option for time not less of the risk ends within Six months Eight months to a half

Prem.... $ 75
Policy.... 1
$ 76

per cent. until September 4th 1858 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said (Catchings) whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the 7th day of February one thousand eight hundred and fifty 5.

Wm A Hunt, Secretary. President.

Office Fairhaven M M Ins Co.

Fairhaven July 22. 1857

$29.71

Rec'd of the above named Office the sum of Twenty nine dollars and Seventy one cents. being the amount due me on the within policy as for general average as made up by

W H Taylor. Jonathan Wilcox

360 30. 256

2,72

No. 169

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 900.

Edward Penney for account of Jonathan Penney Up Yard Franklin

Edward Penney

to be insured, lost or not lost, ~~Six~~ Hundred Dollars on Catchings on Board Ship

George as valued in the margin. At Sea from Lahaina

(— November 16th 1857.

VALUATION.
Sperm Oil, [illegible]
Whale Oil, 50 "
Whale Bone, 50 "

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

(Catchings) November 16th 1857

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 20 1857 at noon

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One year and pro rata for a longer time, until

Prem....$ 45 30
Policy..... " 1
$ 46 31
2 [illegible]
52 [illegible]

September 20th 1857 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Ninth day of November one thousand eight hundred and fifty [illegible]

John A. Hawes Secretary. President.

No. 110

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Wm S. E Pope for account of Jesse A Hacker $1700 for account of W. Cahoon $1700 Ch of Jany Fayette &

Sum insured. $ 2400

Wm S. E Pope

to be insured, lost or not lost, Twenty four Hundred Dollars on Catchings in Said Ship Argus or valued in the margin At & from Lahaina. S.I.

November 12th 1855.

VALUATION.
Sperm Oil,
Whale Oil, 70 p. ton
Whale Bone, 50. 0

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings Nineteen 12th 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August 24th 1856 at noon

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One Year and pro rata for a longer time, until To cclusive for the use of the Catchings on this Ch Remaining on board at the date

Prem....$ 120
Policy..... 1
$ 121.

August 24th 1856. at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Second day of February one thousand eight hundred and fifty [illegible]

Wm A Wares Secretary. President.

No. 111

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Wm S. E Pope for account of whom it may concern Lfs if any Payable to. Wm S. E Pope

Sum insured. $ 2400

to be insured, lost or not lost,

Twenty four hundred Dollars on (Merchandize on Board Ship Med Hunter, At & from Boston to San Francisco Cal

VALUATION.
Sperm Oil.
Whale Oil.
Whale Bone,

~~wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage,~~ or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Merchandize January 8th 1856 at noon as aforesaid, and to continue during the voyage aforesaid, ~~until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before~~

Vessel valued, including Premium, $ 2400

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Merchandize or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Merchandize or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Three per cent. ~~if the risk ends within~~ for the Voyage ap... and ~~pro rata for a longer time, until~~

Prem....$ 72
Policy.... 1
$ 73.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Merchandize aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said (Merchandize) whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the [illegible] day of [illegible] one thousand eight hundred and fifty [illegible]

John A Hawes Secretary. President.

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No. 112

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 850

Wm Bonnell

to be insured, lost or not lost,

Eight hundred & fifty Dollars on Catchings

on board Ship Henry Rowland, as noted in the margin. At & from

Sakaina. Month 7th 1855

VALUATION.
Sperm Oil, 1800 p gall
Whale Oil, 80 " "
Whale Bone, 50 " "

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings Month 7th 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 4th 1858 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Free per cent. if the risk ends within One year and pro rata for a longer time, ~~until~~ To Return for time if any and if the risk ends within Eight Months, less by 1/2

Prem....$ 42.50
Policy..... 1
$ 43.50

until. September 4th 1858 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Thirteenth day of February one thousand eight hundred and fifty 5

John A Holmes Secretary. President.

Fairhaven, July. 25. 1857

$16.83-

Recd of the Fairhaven Mutual Marine Ins Co- Sixteen dollars & 83/100- being the amount due me. for. general average loss on. their Policy of Insurance. No. 112.

Terry Brown M

No. 113.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 400

Nathaniel S. Higgins

to be insured, lost or not lost,

Four hundred Dollars on Catchings on Bank Iona as valued in the margin. At and from St. Helena

December 14th 1855

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

VALUATION.
Sperm Oil, 100 p. bbl
Whale Oil, 75 " "
Whale Bone, 50 " lb

Catchings December 14th 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

May 27th 1857 at noon

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of five & one half per cent. if the risk ends within One Year and pro rata for a longer time, ~~until~~ To return for time not used if the risk ends within the warranted limit

Prem....$ 22
Policy.... 1
$ 23

In case of return May 27th 1857 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the 14th day of December one thousand eight hundred and fifty five

John L Hawes Secretary. President.

No. 114

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 3800.—

Penny & Snipe, for account of whom it may concern, to pay any Payable to Penny & Snipe

to be insured, lost or not lost,

Thirty eight hundred Dollars on Catchings in Bark Iowa as valued in the margin At & from St. Helena December 14th 1881.

VALUATION.
Sperm Oil, 1.80 pr gau
Whale Oil, 75 " "
Whale Bone, 45 " "

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings December 14th 1881 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before May 27th 1887 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five & one half per cent. if the risk ends within One year and pro rata for a longer time, ~~until~~ to return for time not used if the risk ends without loss. Premium, for the Log Book notice

Prem.... $ 209
Policy... $ 210.

May 27th 1887 at noon

AND IT IS HEREBY AGREED, that if the Insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Seventeenth day of December one thousand eight hundred and fifty Nine

John A Hawes Secretary. President.

No. 115

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Reuben Fish. for account of whom it may concern. Sp if any

Sum insured, $ 4850

payable to Reuben Fish

to be insured, lost or not lost, Forty eight hundred & fifty Dollars, on bil on board Ship Tiger as noted in the margin. At & from Sabunia for Stonington

VALUATION.
Sperm Oil. 180 for gau
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Oil December 6th 1853 as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Oil or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Oil or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Two per cent. if the risk ends within Five months, and pro rata for a longer time, until

Prem....$ 87.60
Policy....
$ 88.60

In arrival at Stonington

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Oil aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Oil whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twentieth day of February one thousand eight hundred and fifty four

John A Hawes Secretary. President.

No. 116

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured. $ 900.

Reuben Fish for account of whom it may concern. loss if any payable to Reuben Fish

to be insured, lost or not lost,

Nine hundred Dollars on Bone on board Bark Louisa, as enlisted in the margin. At & from Lahaina for New Bedford

VALUATION.
Sperm Oil.
Whale Oil.
Whale Bone, 45 p lb.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bone, November 29th 1835 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Bone or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Bone or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of five per cent. if the risk ends within five months and pro rata for a longer time, until

Prem....$ 18.
Policy 1
$ 19

the arrival at New Bedford

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Bone aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Bone whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty sixth day of February one thousand eight hundred and fifty six

John A Hames Secretary. President.

No. 117

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 1000 ⁰⁰

Phineas E. Merrihew.

to be insured, lost or not lost,

One Thousand Dollars on Catchings on board Bark "Iowa" as noted in the margin. At & from St. Helena December 14th 1855.

VALUATION.
Sperm Oil. 180 p gw
Whale Oil. 80 " "
Whale Bone. 45 " lb

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings December 14th 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

May 27th 1857 at noon

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of four & one half per cent. if the risk ends within One year and pro rata for a longer time, until to return for time not used if the risk ends within U.S. Maranzas Inc. 4 & half per cent.

Prem....$ 55.
Policy ... 1
$ 56

until May 27th 1857 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Ninth day of February one thousand eight hundred and fifty six

Secretary. President.

No. 1185

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 1800

Welley & Swift

to be insured, lost or not lost, Eighteen hundred Dollars on Catchings on board Bark Louisa. as valued in the margin. At & from Sadaina. Novmbr 30th 1855.

VALUATION.
Sperm Oil. 85 p gow
Whale Oil. 17. 60.
Whale Bone.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings - Novmbr 30. 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August 31st 1857 at noon

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of two per cent. if the risk ends within five months and pro rata for a longer time, until

OUTFITS $

Prem.... $ 36 —
Policy.... 1
$ 37 —

August 31st 1857 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Fourth Third day of February one thousand eight hundred and fifty five

John A Hawes Secretary.

President.

No. 114

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

William E. Butler.

Sum insured. $ 500

to be insured, lost or not lost, Five hundred Dollars on Bone on board Bark Louisa, as valued in the margin. At & from Lahaina for & to New Bedford November 30th 1855

VALUATION.
Sperm Oil,
Whale Oil.
Whale Bone, 30 p. ℔

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Bone November 30th 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Bone or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Bone or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of five per cent. if the risk ends within five months and pro rata for a longer time, until

the arrival at New Bedford,

Prem....$ 10
Policy 1
$ 11

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the day of one thousand eight hundred and fifty

Secretary. President.

27.

3 mm. 27 ops.

720 - 315 - 117 -

315

585

117

351

360

No. 120.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Loring Mills for account of whom it may concern, by [illegible] as per indorsement on back hereof

Sum insured, $ 3500

B. Loring Mills

to be insured, lost or not lost, Three five hundred Dollars on Bark Marcia's Outfits, [illegible] each as valued in the margin. At & from Mauritius August 25th 1855.

VALUATION.
Sperm Oil.
Whale Oil.
Whale Bone.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Bark & Outfits August 25. 1855 at noon as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before April 11th 1858 at noon

Vessel valued, including Premium, $ 19,000
OUTFITS $15,000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel & or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel & or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One Year and pro rata for a longer time, until April 11th 1858 at noon

Prem.... $ 315
Policy... 1
$ 316

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel & aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel & whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty seventh day of February one thousand eight hundred and fifty four

Secretary. President.

The within insurance is covered as follows

Martin Stout	$ 4000
George J. Adam	4000
L. Meyer & Co	2000
L. Meyer	700
	$ 33700

No. 122

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured. $ 4000

F. R. Whitwell

to be insured, lost or not lost,

Four thousand Dollars on Catchings a board Ship Charles W. Morgan. as noted in the margin. At & from Lahaina. ( ) November 7th 1855

VALUATION.
Sperm Oil, 180 pr gallon
Whale Oil, 80 " "
Whale Bone, 50 " lb.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings Novmber 7th 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium, $

September 20th 1857 at noon

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Two per cent. if the risk ends within five months and pro rata for a longer time, until

Prem....$ 80
Policy.... 1
$ 81.

September 20th 1857 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the twenty eighth day of February one thousand eight hundred and fifty-seven

John A. Hawes Secretary. President.

No. 122

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured. $ 1582.

Baby Island,

to be insured, lost or not lost, Fifteen hundred & Eighty two Dollars on Bone on board Ship "May" as valued in the usage Act from Honolulu for Edgartown November 7th 1855

VALUATION.
Sperm Oil.
Whale Oil.
Whale Bone, 50 per Ct.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Bone. November 7th 1855 at noon as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Bone or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Bone or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of five per cent. if the risk ends within five months and pro rata for a longer time, until the arrival at Edgartown

Prem....$ 31.64
Policy....
$ 32.64

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Bone aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Bone whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the twenty ninth day of February one thousand eight hundred and fifty 4

John A Hames Secretary. President.

No. 123

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 800.

Samuel Sturtevant Jr For account of Samuel L Mitchell
Ufs Jany Peoples &c.
Samuel Sturtevant Jr

to be insured, lost or not lost,

Eight hundred Dollars on Catchings on Board Bark Susan as valued in the margin. At & from whence she was

December 22nd 1855

VALUATION.
Sperm Oil, 180 ₱ gall.
Whale Oil, 80 " "
Whale Bone, 30 " "

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings December 22nd 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

November 17th 1859, at noon

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said (Catchings) or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his, factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his, executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One year and pro rata for a longer time, until

Prem.... $ 40
Policy....

$ 41.

November 17th 1859, at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said (Catchings) whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Eighth day of March one thousand eight hundred and fifty six

John A Haines Secretary. President.

No. 124

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured. $ 4000

Nachaniel Tompkins

to be insured, lost or not lost, Four Thousand Dollars, on Catchings on board Bark United States. as noted in the margin. At & from thence the Ocean. November 28th 1855

VALUATION.
Sperm Oil, $1.50 per gal.
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said (Catchings) (November 28th 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before November 11th 1856 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said (Catchings) or any part thereof, to which Insurors are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said (Catchings) or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five Dollars per cent. if the risk ends within One Year and pro rata for a longer time, until the return [illegible]

Prem....$ 220
Policy...
$ 221

November 11th 1856 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the (Catchings) aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said (Catchings) whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the 2nd day of March one thousand eight hundred and fifty [illegible]

John A Homes Secretary. President.

No.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured.

$

to be insured, lost or not lost,

VALUATION.

Sperm Oil,

Whale Oil,

Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium,

$

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of per cent. if the risk ends within and pro rata for a longer time, until

OUTFITS $

Prem....$

Policy...

$

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the day of one thousand eight hundred and fifty

Secretary. President.

No. 125

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 2750

Wm. S. & E. Pope for account of whom it may concern

Lays of any Vessels &c. Wm S. & E. Pope.

to be insured, lost or not lost,

Twenty seven hundred & fifty Dollars, on oil on board

Ship ~~Bengala~~ Abigail, now (at sea) of Ship Bengal, at & from

Valuation $ 80 p bbl

Sperm Oil.

Whale Oil.

Whale Bone.

the Marquesas. At & from Sandwich Islands Nov. 15th 1855

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Oil. November 12th 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, ~~if she shall so return before~~

Vessel valued, including Premium, $

Outfits $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Oil or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Oil or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within Six Months and pro rata for a longer time, until

Prem.... $ 51

Policy... 1

$ 56

at the Arrival at New Bedford

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Oil aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Oil whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Second day of March one thousand eight hundred and fifty 5

John Flavers Secretary. President.

No. 1265

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Wm C. A. Swift for account of James B. White Esq. [illegible] to Wm C. A. Swift

Sum insured, $ 1000

to be insured, lost or not lost,

One Thousand Dollars on Catchings on board the Ship Wm Thompson, as valued in the margin. At & from Sakhaura November 27th 1855

VALUATION
Sperm Oil, 180 p bbl
Whale Oil, 80 " "
Whale Bone, 30 " lb

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings November 27th 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

November 2nd 1857 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One Year and pro rata for a longer time, until to return for time not used if the risk ends without Loss. Interest, Discounting & Cash

Prem....$ 30
Policy.... 1
$ 31.

November 2nd 1857 at noon

Nihil

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Eighteenth day of March one thousand eight hundred and fifty 6.

John A Hawes Secretary. President.

Memorandum.

Ps on Ship & Outfits) due March 6th 1837.		2201.10
Int on " " " " " to March 17th 1838.		136.09
Ps on Catchings due Sept 28th 1837.		1034.95
Int on " " " to March 17th 1838.		28.81
		3400.95

Amt of Premium Note.	541	
Int. to March 17th 1838.	24.82	
Balance due.	2835.13.	3400.95

Office Fairhaven M M Ins Co.
Fairhaven March 17th 1838.

$ 2835.13

Received of the Fairhaven Mutual Marine Insurance Company, two thousand eight hundred & thirty five 13/100 dollars being the balance due me in full for all demands, which I have against said Office, or account of loss, on the within Policy No 126.

Witness — Thos Delano

No. 127

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 1000

Tillinghast Tompkins

to be insured, lost or not lost, Thirty two hundred Dollars on Ship Alexander Coffin and Outfits for Pittuacky as each as valued in the margin and Twenty eight hundred Dollars on Catchings of said Ship, as valued in the margin. At & from Lahaina November 27th 1855

VALUATION.
Sperm Oil. 150 p bbl
Whale Oil, 80 " "
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

vessel outfits & Catchings November 27th 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 21st 1858 at noon

Vessel valued, including Premium, $ 14.000

OUTFITS $ 12.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Nine per cent. if the risk ends within Two years and pro rata for a longer time, until To deduct for time not used if the risk ends within 6 M. & remaining this premium.

Prem....$ 540)
Policy.... 1
$ 541)

entire.

September 21st 1858 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the fourth day of March one thousand eight hundred and fifty five

John A Hawes Secretary. President.

No. 128

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

E. Sawin for account of whom it may concern Ufs if any payable to E. Sawin.

Sum insured, $ 8000

to be insured, lost or not lost,

Eight Thousand Dollars on (Catchings) in Hyda Bark Hydaspe (being Catchings of Ship Akbar) is valued in the manner & from Fairhaven for a New Bedford Jany 26th 1856

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

(Catchings) January 26th 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

VALUATION.
Sperm Oil. 185 p. acc
Whale Oil. 30 " -
Whale Bone.

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said (Catchings) or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said (Catchings) or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within Five Months and pro rata for a longer time, until

Prem. ... $ 160
Policy ... "
$ 160.

Ten annum at New Bedford

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the (Catchings) aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said (Catchings) whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Thirty first day of March one thousand eight hundred and fifty six

John A Hawes Secretary.

President.

No. 129

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

E. Sawin for account of whom it may concern. Ship Sarah Dyable Jr. E. Sawin

Sum insured, $ 6,500

to be insured, lost or not lost,

Six[ty] five hundred Dollars on Catchings on board Ship Amazon, as valued in the margin. At and from thence the Seas of the Pacific

1st Jan 12th 1856

VALUATION.
Sperm Oil, 60 p. gal.
Whale Oil, 30 "
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings January 12th 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 29th 1856 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said (Catchings) or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said (Catchings) or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within five months) and pro rata for a longer time, until

Prem....$
Policy.....

$

September 29th 1856 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the (Catchings) aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said (Catchings) whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Sixty first day of March one thousand eight hundred and fifty 6

John Adams Secretary. President.

No. 130

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Thomas S. Hathaway for account of J. Vincent. Lop if any payable to
~~J. Vincent~~ Thos. S. Hathaway

Sum insured.
$ 2000

to be insured, lost or not lost,

Two Thousand Dollars on Catchings on board Ship Swift
as valued in the margin, At & from Mangaia Island. July 8th 1855

VALUATION.
Sperm Oil. 1.50 P. gall
Whale Oil.
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

(Catchings) July 8th 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

June 18th 1857 at noon

Vessel valued, including Premium,
$

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said (Catchings) or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, ~~his~~ factors, servants and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said (Catchings) or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, ~~his~~ executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One Year and pro rata for a longer time, until To return for time not used if the risk ends within Six Months

Prem....$ 100 -
Policy ... 1
$ 101.

For a half per cent more
June 18th 1857 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said (Catchings) whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the First day of June one thousand eight hundred and fifty Six

John A Hames Secretary.

President.

No. 131

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 2000.

Paul Spooner

to be insured, lost or not lost, Two Thousand Dollars on Catchings on board ship "Sea Gull," as valued in the margin, At and from where she was if in safety July 1st 1855

VALUATION.
Sperm Oil, $1.30 ℔ gall.
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings July 1st 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

July 1st 1857 at noon.

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said (Catchings) or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said (Catchings) or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within two years. and pro rata for a longer time, until

Prem....$ 160.
Policy.... 1
$ 161.

July 1st 1857 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the (Catchings) aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said (Catchings) whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the [illegible] day of [illegible] one thousand eight hundred and fifty [illegible]

[illegible] Secretary. President.

No. 132

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,

$

to be insured, lost or not lost,

VALUATION.

Sperm Oil.

Whale Oil.

Whale Bone,

whereever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

as aforesaid, and to continue during the voyage aforesaid, until ~~she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before~~

Vessel valued, including Premium,

$

OUTFITS $

Prem....$

Policy.....

$

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, executors, administrators, and Assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of per cent. ~~if the risk ends within longer time, and pro rata for a longer time,~~ until

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

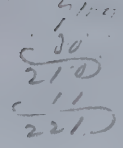
The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

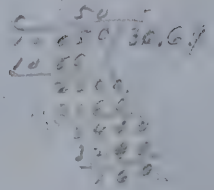
Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the day of one thousand eight hundred and fifty

Secretary. President.



310. 30. 221.



No. 133.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured. $ 1000

Stephen P. Briscoe

to be insured, lost or not lost, One Thousand Dollars on (Catchings on board Ship Montebello as valued in the margin. At & from Honolulu to the Northward and Westward) Jan'y 1st 1856.

VALUATION.
Sperm Oil, 130 Bbls
Whale Oil, 50 " "
Whale Bone, 5 " 16

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings January 1st 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 6th 1857 at

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One Year and pro rata for a longer time, ~~until~~ to return for time not used if the risk ends within that Period, Insuring for a half per cent.

Prem....$ 50
Policy...
$

until September 6th 1857 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the second day of June one thousand eight hundred and fifty 2nd

Wm A Hamm Secretary. President.

Memorandum

Ins on Patching due Dec 30th 1887. 203.39
Int to June 28th 1888. 3.86 200.25

Ins note due Dec 14th 1887. 81.69
Int to June 28th 1888. 3.40.
Balance due June 28th 124.16. 200.25

Dunham June 28 1888

$ 124.16 Received of the Farnham Mutual Marine Ins Co
(Seventy Five 16/100 dollars in full for all
One Hundred demands against said Co arising out of loss on the ship
Mondsolum Patching as insured in the within Policy, no 133.)

L. C. Dunham

No. 124

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 1000

Leonard Hammond)

to be insured, lost or not lost, One Thousand Dollars on (Ba[illegible] Saints & Cut, it

for Particularly on each as ordered in the margin. At Fairhaven Massachusetts

December 4th 1855

VALUATION.
Sperm Oil.
Whale Oil.
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark & Outfits December 4th 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

December 4th 1857 at noon

Vessel valued, including Premium, $ 6.000

OUTFITS $ 6000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said [illegible] or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, [illegible] factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said [illegible] or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, [illegible] executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Nine per cent. if the risk ends within Two years and pro rata for a longer time, until

December 4th 1857 at noon

Prem....$ 90
Policy..... 1

$ 91.37
3.37

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the vessel &c [illegible] aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said vessel &c [illegible] whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

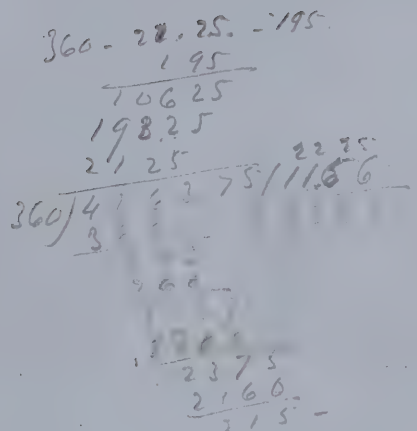
The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Second day of April one thousand eight hundred and fifty [illegible]

John A Hawes Secretary. President.



No. 135

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 475

William C. Parker

to be insured, lost or not lost, Four hundred and Twenty Five Dollars on (the ship) or Brig Chas. Henry Rowland, as valued in the margin. At Sea from Panama, November 9th 1855

VALUATION.
Sperm Oil, 60 Cts
Whale Oil, 50 "
Whale Bone, 50 "

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings November 9th 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before September 4th 1856 at noon

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said (Ship Chas. Henry) or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said (Ship Chas. Henry) or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One year and pro rata for a longer time, until to return for time not used if the risk ends without Capt. Armstrong

Prem....$ 21.25
Policy..... 1
$ 23.25

Sent a half per cent. until September 4th 1856 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the (Ship Chas. Henry) aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said (Ship Chas. Henry) whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured: and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the eighth day of November one thousand eight hundred and fifty five

Secretary. President.

No. 156

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Gibbs & Jenney for accounts of Stephen Bolles Esq & Co as may appear to be

Sum insured, $ 1000

Gibbs & Jenney

to be insured, lost or not lost, One thousand Dollars on Catchings on board Ship Adeline Gibbs, as valued in the margin. At & from Schooner Honolulu

December 26th 1855.

VALUATION.
Sperm Oil, $150 p gall
Whale Oil, 80 "
Whale Bone, 20 "

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings December 26th 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 12th 1857 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One year and pro rata for a longer time, until

September 12th 1857 at noon

Prem....$ 30
Policy..... 1
$ 31

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the 26th day of December one thousand eight hundred and fifty five.

John Akin Secretary.

President.

No. 137

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 3500

Ship Tom A. Tabor

to be insured, lost or not lost,

Three thousand Dollars on Ship Wm Rotch as valued in the margin and Twenty five hundred Dollars on Catchings on board said Ship proportionally on each as valued in the margin. At & from

VALUATION.
Sperm Oil, 150 Tons
Whale Oil,
Whale Bone,

Talcahuano January 23rd 1856

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Catchings January 23rd 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she ~~shall so return before~~

Vessel valued, including Premium, $ 9,000

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Ship &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Ship &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Two and One Half per cent. ~~if the risk ends within longer time~~, until and pro rata for a

Prem....$ 87.50
Policy.....
$ 87.50

Ten annual at Fairhaven

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Ship &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance: provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Ship &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

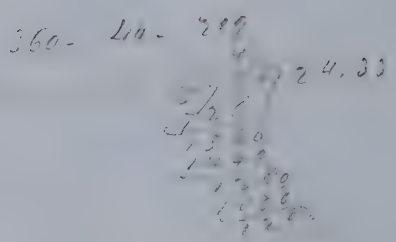
This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the twelfth day of June one thousand eight hundred and fifty six

John A. Hawes Secretary. President.





No. 188

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 800

Delano & Case.

to be insured, lost or not lost, Eight Hundred Dollars on Catchings in the Ship Montpelier as valued in the margin At & from where she may be for the safety.. Dany. 2nd 1856

VALUATION.
Sperm Oil, 150 ₰ gall
Whale Oil, 80 " "
Whale Bone, 50 " ℔

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings Dany 2nd 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before September 6th 1857 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One year and pro rata for a longer time, until the return of the vessel to the port from which she sailed without loss of time, and deviation, &c. &c. excepted.

Prem....$ 40
Policy.... 1
$ 41 -
24.32
65.32

September 6th 1857 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Seventeenth day of April one thousand eight hundred and fifty six

John A Tawes Secretary. President.

Memorandum.

Sop on Catchings due Dec 30. 1887	162.71	
Int on " " to June 12. 1888	4.41	167.12

Amt of Premium note due Oct 14th 87	65.33	
Int to June 1888	2.60	
Tax due	99.19	167.12

Office Fairhaven M M Ins Co —
Fairhaven June 12th 1888

$99.19 Rec'd of the Fairhaven M M Ins Co Ninety nine 19/100 dollars
in full for the balance due me on Policy No 138. for all demands against said Company or a/c of loss on the within Policy.

Witness

No. 134

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 5000

Gibbs & Jenney for account of whom it may concern, lop of any payable to Gibbs & Jenney

to be insured, lost or not lost,

Eight Thousand Dollars on Oil on Board Ship Hector or valued in the margin, said oil being the Catchings of Ship Amel Gibbs Master from Talcahuano March 8th 1856

VALUATION.
Sperm Oil, 180 ⅌ ann
Whale Oil, do
Whale Bone, do

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Oil March 8th 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Oil or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Oil or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within and pro rata for a longer time, until

Prem....$ 110
Policy.... 1
$ 161

One annual at Rendezvous

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Oil aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Oil whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured: and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the 27th day of March one thousand eight hundred and fifty six

Secretary. President.

No. 140

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Rogers L Barston for account of whom it may concern Ships Sang

Sum insured, $ 8000

Payable to Rogers L Barston

to be insured, lost or not lost,

Eight Thousand Dollars on Oil on board Ship Emerald

VALUATION.

Sperm Oil, 1.80 p. gall

Whale Oil,

Whale Bone,

Being Catchings of Bark Elizabeth / as valued in the margin At & from Talcahuana for New Bedford March 8th 1846

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Oil March 8th 1846 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, ~~if she shall so return before~~

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Oil or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Oil or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. ~~if the risk ends within~~ and ~~pro rata for a longer time~~, until the arrival at New Bedford

Prem.....$ 160

Policy .....

$ 160

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Oil aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Oil whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Ninth day of June one thousand eight hundred and fifty two

John A Hawes Secretary. President.

No. 1115

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 3200

Rogers L. Barstow for account of whom it may concern.

(If any. Payable to Rogers L. Barstow)

to be insured, lost or not lost,

Thirty two hundred Dollars on Bark Willis and Outfits proportionally on each as valued in the margin, At & from whereon she was of in safety. March 1st 1856 at noon

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark & Outfits March 1st 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

May 25th 1859 at noon

Vessel valued, including Premium, $ 6,000

OUTFITS $ 6,000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c., or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c. or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Six per cent. if the risk ends within One year and pro rata for a longer time, until to return for time not used of the note and mortgage this Company Three per cent

Prem.... $ 192
Policy.... 1
$ 193

Insd

May 25th 1859 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c. aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c. whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Third day of May one thousand eight hundred and fifty four

John A. Hawes Secretary. President.

No. 41

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 600

Rogers & Baxter for account of whom it may concern as their interest may appear

Ins. if any payable to Rogers & Baxter

to be insured, lost or not lost,

Six thousand Dollars on Bark "San Carlos" for passage

on such as valued in the margin. At & from Matanzas

April 19th 1856.

VALUATION.
Sperm Oil.
Whale Oil.
Whale Bone.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark "San Carlos" April 19th 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

April 19th 1860 at noon

Vessel valued, including Premium, $ 7,000

Outfits $ 9,000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within two years and pro rata for a longer time, until

Prem.... $ 540
Policy ... 1
$ 541

April 19th 1860 at noon

And it is hereby agreed, that if the insured shall have made any other insurance upon the aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance: provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days: and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded: and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war: but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured: and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Nineteenth day of April one thousand eight hundred and fifty six

John C. Haines Secretary. President.

The within Policy is for account as follows

R. L. Baxter	3000
O. S. Munroe	1,000
W. J. Munroe	1,000
Eph Root	500
Thos C Mann	250
John Wall & Son	200

For value received I hereby transfer all my right, title, and interest in the within Policy to R. B Congdon Trustee

Fairhaven Oct. 14th 1857

Roger L Baxter
(Seal)

Witness John A Hawes

Agt Fairhaven M M Ins Co.

No. 143

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause S. Thomas & Co. for account of whom it may concern

Sum insured, $ 8000

Lop. if any payable to S. Thomas & Co.

to be insured, lost or not lost, Eight thousand Dollars on Oil in Stand Bark Calpharnia (being Catchings of Bark Morning Star) at Galapagos Bay, At & from Cataluna for the Northward Feb. 2nd 1846

VALUATION.
Sperm Oil. $1.50 per
Whale Oil.
Whale Bone.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Oil. February 2nd 1846 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, ~~if she shall so return before~~

Vessel valued, including Premium. $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Oil or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Oil or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Two per cent. if the risk ends within Five months and pro rata for a longer time, until

Prem....$ 160
Policy.....
$ 161

Two annual or Renewal Premiums

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Oil aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Oil whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty first day of June one thousand eight hundred and fifty Six

Secretary. President.

No. 144

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured. $ 1,500

P. Thomas & Co. for account of whom it may concern, As it appears Payable to P. Thomas & Co

to be insured, lost or not lost, Fifteen hundred Dollars on Bark Robert Pennell, as valued in the margin, for the term of Twelve Calendar months At & from New Bedford April 21st 1856 subject to the restrictions and provisions Contained in the Policies on said Bark issued by the Insurance Companies in New Bedford

VALUATION.
Sperm Oil.
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, ~~or ship them home at the risk of the assured, or to take freight when homeward bound,~~ whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark April 21st 1856 at noon & ending April 21st 1857 at noon with liberty to lie at anchor 4 days for news.

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, ~~if she shall so return before~~

Vessel valued, including Premium, $ 1500

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Bark or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Bark or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eleven per cent. ~~if the risk ends within and pro rata for a longer time, until~~

Prem....$ 165
Policy... 1
$ 166

warranting eleven per cent in case of loss, & return four per cent if the Policy be stopped at the end of eight months,

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Bark aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Bark whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty Second day of April one thousand eight hundred and fifty six

John A. Frances Secretary. President.

No. 145

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,

$ 600

to be insured, lost or not lost,

VALUATION.

Sperm Oil,

Whale Oil,

Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium,

$ 600

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of per cent. ~~if the risk ends within~~ and pro rata for a longer time, until

Prem....$ 3

Policy.....

$ 3

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the day of one thousand eight hundred and fifty

Secretary. President.

No. 116

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

E. Sawin for account of whom it may concern. Ship if any payable to E Sawin

Sum insured, $ 3160

to be insured, lost or not lost, Thirty one hundred & sixty dollars on Bone on board Ship Ocean Telegraph. At & from Sandwich Islands. Feby 20. 1856. for 1 to New York

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone, $3160

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Bone Feby 20th 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until ~~she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before~~

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Bone or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Bone or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Ten per cent. if ~~the risk ends within~~ and pro rata for a ~~longer time until~~ his arrival at New York,

Prem....$ 73.20
Policy.....
$ 73 20

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Bone aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Bone whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the fifth day of May one thousand eight hundred and fifty six

John A Hawes Secretary. President.

By consent of parties the policy No 147, under which the within is a copy is cancelled – No loss on the within buildings having ever

No. 147

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

E Sam for account whom it may concern, $ 6500

Sum insured. $ 6500

Same E. Sam

to be insured, lost or not lost,

Ship Sarah Burton as enlisted in the margin. At from Sawdon

Sch Fair Trader & Sch Rollers on Catchings in Ind.

December 18th 1856 at 8

VALUATION.

Sperm Oil. 145 p bbl

Whale Oil. 75

Whale Bone, 55 c

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings December 18th 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

November 4th 1858 at noon

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, Sam factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One year and pro rata for a longer time, until

Prem....$ 325.

Policy..... 1

$ 326

November 4th 1858 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Said Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the 5th day of May one thousand eight hundred and fifty [illegible]

John C Adams Secretary. President.

By consent of parties, Policy No 114, of which the within is a copy is hereby cancelled ~~on life~~ in consequence of said property being reshipped — and no lien under this Policy, subsequent to December 18th 1876 - to be claimed

E. Savin

John A Haven Jr

No. 145

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause F R Whitwell For account of whom it may concern, viz / any payable to. F R. Whitwell)

Sum insured, $ 5000

to be insured, lost or not lost, Five Thousand Dollars on Oil & Bone on board Ship Rambler Ans Extension of Ship's Regd. ... for ... Ports ... As ... from Hilo for Newbedford. ... 26th 1856 at ...

VALUATION.
Sperm Oil, ...
Whale Oil, 80. ...
Whale Bone, 50. ... lb.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Oil & Bone. (Number 26th 1856 at ...

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Oil & Bone or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Oil & Bone or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within Five months and pro rata for a longer time, until

Prem....$ 100
Policy..... 1
$ 101.

One annual at Newbedford

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Oil & Bone aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Oil & Bone whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Sixth day of June one thousand eight hundred and fifty 7

John A Hawes Secretary. President.

No. 149

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 1800

Ramon Solano,

to be insured, lost or not lost, Eighteen hundred Dollars on Ship Martha & Ruth's

Proportionately in each as valued in the margin, At & from Fairhaven

May 13th 1856

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

May 13. 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

May 13d 1860 at noon

Vessel valued, including Premium, $ 1500

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $ 150.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within four years and pro rata for a longer time, until

Prem....$ 144
Policy..... 1
$ 145

May 13th 1860 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

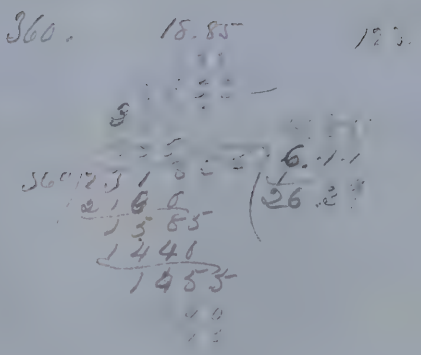
The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the thirteenth day of May one thousand eight hundred and fifty-six

John A. Hames Secretary. President.



No. 150

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 377—

Daniel Lawrence.

to be insured, lost or not lost, Three hundred & seventy seven Dollars on Catchings on Catchings on board Ship Geo Washington, as ordered in the margin At & from Lahaina. February 22. 1856.

VALUATION.
Sperm Oil, 80 p bbl
Whale Oil, 50 " "
Whale Bone, 50 " lb

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings Febmay 22d 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before August 22. 1857 at noon

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of five per cent. if the risk ends within One year. and pro rata for a longer time, until

Prem.... $ 18 85
Policy..... 1
$ 19.85—

August 22. 1857. at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Fourteenth day of May one thousand eight hundred and fifty 6

John C Howes Secretary. President.

No. 154

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH.

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 1300

Mary W. Swift

to be insured, lost or not lost, Thirteen hundred Dollars on Bark Eben Dodge & Outfits

Sperm Oil,
Whale Oil,
Whale Bone,

VALUATION.

respectively as each as valued in the margin. At & from May 15th 1856

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Vessel valued, including Premium, $ 10,000

Bark Dodge May 15th 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

OUTFITS $ 11,000

May 15th 1860 at noon

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Bark Dodge or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Bark Dodge or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Nine per cent. if the risk ends within two years and pro rata for a longer time, until

Prem.... $ 117
Policy....

May 15th 1860 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Bark Dodge aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Bark Dodge whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Fifteenth day of May one thousand eight hundred and fifty six.

Secretary.

President.

No. 152

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

E. Arken Jr

Sum insured, $ 1000

to be insured, lost or not lost, Three hundred & Twelve Dollars on Ship Wm Rice & Six hundred & eighty eight Dollars on Catchings on board said Ship, as valued on the margin. As soon as known she was of Dartmouth 23rd 1856.

VALUATION.
Sperm Oil, $ 680,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Catchings January 23rd 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, ~~if she shall so return~~ before

Vessel valued, including Premium, $ 2000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Four & one half per cent. ~~if the risk ends within and pro rata for a longer time~~, until

Prem.... $ 20
Policy.... 1
$ 21.

One annual at Fairhaven

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Fifteenth day of May one thousand eight hundred and fifty six

Secretary. President.

No. 183

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 2000

George F. Tripp

to be insured, lost or not lost. For Charles Tripp & Wife Martha and Capt Wm Potter each as valued in the margin At & from Fairhaven May 19th 1856.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Vessel valued, including Premium, $ 16,000

Outfits $ 16 000

Capt Tripp May 19th 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

May 19th 1860 at noon

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within One year and pro rata for a longer time, until

Prem....$ 160
Policy..... 1
$ 161

May 19th 1860 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Nineteenth day of May one thousand eight hundred and fifty six

John A Hawes Secretary. President.

No. 134

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 4000

Ridemon Bullen

to be insured, lost or not lost, Four thousand Dollars on Ship Martha & Custis

VALUATION.
Sperm Oil.
Whale Oil.
Whale Bone,

Fortunately on each as valued in the margin. At & from Fairhaven

May 19th 1856.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship Custis. Wing 19th 1856 as aforesaid,

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

May 19th 1860 at noon

Vessel valued, including Premium, $ 16.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $ 16 00

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Ship or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two years and pro rata for a longer time, until

Prem....$ 321
Policy.... 1

$ 321

May 19th 1860 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Ship whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

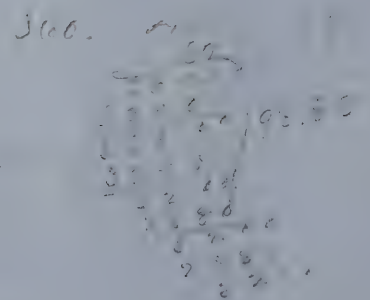
The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the (illegible) day of May one thousand eight hundred and fifty 6

Secretary. President.



No. 155

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Simeon N. West. for account as per indorsement on the back hereof. Of Ships

Sum insured, $ 8000

Payable to Simeon N West.

to be insured, lost or not lost, Eight Thousand Dollars on Catchings in Ship Montezuma as insured in the Magic. At & from Lahaina.

March 10. 1856.

VALUATION.
Sperm Oil,
Whale Oil. 60. per bbl
Whale Bone, 52. 10

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings March 10 1856. at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

July 22. 1858. at noon

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of one per cent. if the risk ends within one year and pro rata for a longer time, until

Prem.... $ 400
Policy.... 1
$ 401

July 22. 1858 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the nineteenth day of March one thousand eight hundred and fifty six

John A Adams Secretary. President.

The within Policy is for account as follows Viz

Capt Tinkler	3500.
Simeon H Drew	2500
John V Hart	1,000
T. V Chew	1,000
	8,000

No. 156

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 1675 00

The assignees of the estate of Shattuck Cook, late of Fairhaven

to E. Samuel Assignee

to be insured, lost or not lost,

Six hundred & twenty five Dollars on Ship Wm Rotch and Ten hundred & ~~seventy~~ fifty Dollars on Clothes, on board said Ship on each as valued in the margin. At & from whereon she was.

Dawn 27 1856.

VALUATION.

Sperm Oil. 1,25 per

Whale Oil. 35

Whale Bone. 35 .40

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship Catharine Jan. 27. 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, ~~if she shall so return before~~

Vessel valued, including Premium, $ 1000 00

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Ship &c. or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Ship &c. or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Two & one Half per cent. ~~if the risk ends within longer time,~~ and ~~pro rata for a~~ until

Prem....$ 41.87

Policy..... 1

$ 42 87

Ten annum at Fairhaven.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Ship &c. aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Ship &c. whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the twenty first day of May one thousand eight hundred and fifty six

John Abrams Secretary. President.

360. 45 128.

640 40

512 16

No. 157

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 900.

Wm F. Edwards.

to be insured, lost or not lost, Nine hundred Dollars on Catchings on board Ship Henry Weeland as valued in the margin, At & from Mangonui January 14th 1856 at noon

VALUATION.
Sperm Oil, $1.70 per gal.
Whale Oil, 70 "
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings, January 14th 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 4th 1858 at noon

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said (Catchings) or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss: but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said (Catchings) or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Four per cent. if the risk ends within One year and pro rata for a longer time, ~~until~~ the return for time not used if the risk and premium note are mutually surrendered

Prem....$ 45
Policy.... 1
$ 46

~~until~~ September 4th 1858 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Sixth day of May one thousand eight hundred and fifty 4

John C Adams Secretary. President.

Fairhaven July 25. 1837

$17.82.

Rec'd of the Fairhaven Mutual Marine Ins Co. Seventeen Dollars and 82/100 being the amount due me for general average loss on their Policy of Insurance No 137

Wm Edwards

No. 155

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured. $ 1000

Simon Millington

to be insured, lost or not lost, one Thousand Dollars on Catchings on board Ship Erie as valued in the margin. At & from Sabanic. March 16. 1856.

VALUATION.
Sperm Oil. 1.70 pr gal
Whale Oil. 75 " "
Whale Bone. 37 50

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings March 16th 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 1st 1857 at noon

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One year and pro rata for a longer time, until

OUTFITS $

Prem....$ 20
Policy..... 1

$ 21.

September 1st 1857 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Thirtieth day of May one thousand eight hundred and fifty six

John A Thomas Secretary. President.

No. 159

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 8000.

Swift & Allen For account of whom it may concern lay & ap. ate Co

Swift & Allen

to be insured, lost or not lost.

Eight Thousand Dollars on Oil on board the Ship Crisis as valued in the margin. Arr from Talcahuana April 1st 1856.

VALUATION.
Sperm Oil. 1.70 Bbl
Whale Oil.
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Oil April 1st 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, ~~if she shall so return before~~

Vessel valued, including Premium. $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Oil or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Oil or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five & one half per cent. ~~if the risk ends within and pro rata for a longer time~~, until

Prem....$ 200
Policy..... 1
$ 201

her arrival at New Bedford

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Oil aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Oil whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the thirtieth day of May one thousand eight hundred and fifty six

John A Parmer Secretary.

President.

No. 110

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Swift & Allen for account of whom it may concern, loss if any payable to Swift & Allen.

Sum insured, $ 8000

to be insured, lost or not lost, Eight thousand Dollars on $\frac{1}{4}$ on board Ship Carolina as valued in the margin. At & from Talcahuana June 3. 1856

VALUATION.
Sperm Oil, $1.05 per gal
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Oct. 4 June 3d 1856 at noon as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said ~~the~~ or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, ~~their~~ factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said ~~the~~ or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, ~~their~~ executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Two, per cent. if the risk ends within one months and pro rata for a longer time, until

Prem....$ 160
Policy..... 1
$ 161

then arrival at New Bedford

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the ~~the~~ W. aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said ~~the~~ whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Second day of June one thousand eight hundred and fifty ~~five~~

C. Wm Reames Secretary. President.

No. 141

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 400

Joseph Edwards

to be insured, lost or not lost, One hundred Dollars on Catchings in board Ship Henry Rheuland as valued in the margin. At & from Kenganui, January 14th 1856

VALUATION.
Sperm Oil, 1.70 p gall
Whale Oil, .75 " "
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings January 14th 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before September 4th 1858 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent, if the risk ends within One Year, and pro rata for a longer time, until to return for time not used if the risk ends within One Month, less 5 p cent

Prem....$ 1.15
Policy.... 1
$ 2.16

until September 4th 1858 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Eighth day of January one thousand eight hundred and fifty 4

John A Hames Secretary. President.

1

Fairhaven July 25th 1837

$17.82

Rec'd of the Fairhaven Mutual Marine Ins Co Seventeen dollars 82/100 being the amount due me for general average Loss on their Policy of Insurance No. 161 Joseph Edwards
by Wm E Edwards

No. 112

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 1500

Ada Copeland for account of Asa E Copeland & Mary Sayabee

to

to be insured, lost or not lost,

Ada Copeland

Fifteen hundred Dollars on Catchings on board Ship Bark Wash as valued on the margin At & from Manzanita Bay March 20. 1856

VALUATION.
Sperm Oil, 170
Whale Oil, 75
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings March 20. 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

October 31st 1859 at noon

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One year and pro rata for a longer time, until

Prem....$ 75
Policy..... 1
$ 76
10.26
52.00

October 31st 1859 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

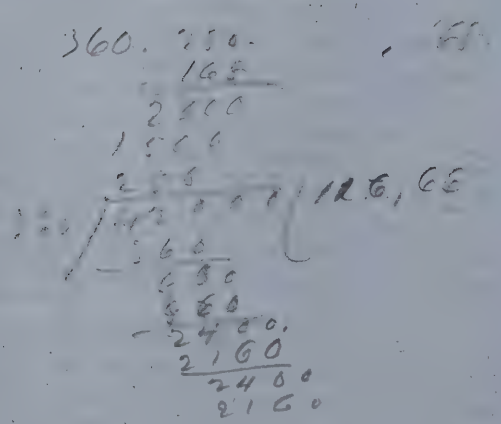
The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Tenth day of January one thousand eight hundred and fifty six

Secretary. President.



No. 163

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

The Estate of John A Parker dec'd & any payable to William Phillips executor

Sum insured, $ 5000

to be insured, lost or not lost,

Five Thousand Dollars on Ship Barque & Outfits, for Intentionally on each as valued in the margin. At & from Hong Kong. Febuary 14. 1856

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits. Febuary 14. 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 20. 1857 at noon

Vessel valued, including Premium, $ 11.200

OUTFITS $ 20.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One year and pro rata for a longer time, until

Prem.... $ 250
Policy.... 1
$ 251.

September 20. 1857 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Tenth day of June one thousand eight hundred and fifty Six

John A Parker Secretary.

President.

No. 114

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

James S. Robinson

Sum insured, $ 300.

to be insured, lost or not lost. Five hundred Dollars on Catchings as Brand Ship James as valued in the margin A-1 from Date April 1st 1856.

VALUATION.
Sperm Oil,
Whale Oil, 76 Dollars
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings April 1st 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

April 19 1858 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One year and pro rata for a longer time, until

April 19th 1858 at noon

Prem.... $ 25
Policy ... 1
$ 26.
2 ½

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twelfth day of June one thousand eight hundred and fifty six

John A Hames Secretary. President.

No. 1157

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause T. R. Whitwell for account of Brock Spooner, Esq. as by any payable to T. R. Whitwell,

Sum insured, $ 2500

to be insured, lost or not lost, Twenty five hundred Dollars on Ship Lydia & Outfits

Proportionally on each as valued in the margin, At & from Guam March 1. 1856.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Ship & Outfits March 1. 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

October 14th 1858 at noon

Vessel valued, including Premium, $ 16,000

OUTFITS $ 24,000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One year and pro rata for a longer time, until

Prem....$ 175
Policy.....
$ 126
153.81
279.81

October 14th 1858 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

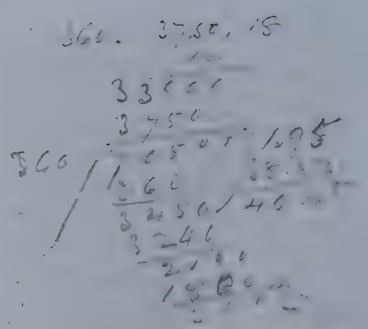
The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the twenty fifth day of January one thousand eight hundred and fifty six

John A Parmer Secretary. President.



No. 166

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 750.

Nathaniel Hoar.

to be insured, lost or not lost, Seven hundred & fifty Dollars on Catchings on board Bark Arab as valued in the margin. At & from Lahaina.

April 21st 1846.

VALUATION.
Sperm Oil, 1.75
Whale Oil, 80
Whale Bone, 60.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings April 21st 1846 at noon as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

October 3d 1849 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said (Catchings) or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said (Catchings) or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One year and pro rata for a longer time, until

Prem....$ 37.50
Policy..... 1
$ 38.50

October 3d 1849 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the (Catchings) aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said (Catchings) whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Ninth day of July one thousand eight hundred and fifty

John A Hawes Secretary.

President.

No.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,

$

to be insured, lost or not lost,

VALUATION.

Sperm Oil.

Whale Oil.

Whale Bone.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium,

$

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of per cent. if the risk ends within and pro rata for a longer time, until

OUTFITS $

Prem....$

Policy....

$

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the day of one thousand eight hundred and fifty

Secretary. President.

No. 147

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Matthew Howard for account of Dennis Stevens. loss if any payable to Matthew Howard

Sum insured, $ 600

to be insured, lost or not lost, Six hundred Dollars on Sperm Oil on board Ship Howard as valued in the margin. At & from Talcahuano for Newbedford March 23rd 1856.

VALUATION.
Sperm Oil, 16 p gal
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Oil March 23rd 1856 at noon as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, ~~if she shall so return before~~

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Oil or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Oil or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Two & one half per cent. ~~if the risk ends~~ within and ~~pro rata for a longer time~~, until her arrival at Newbedford

Prem....$ 15.
Policy.... 1
$ 16.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Oil aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Oil whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Seventh day of July one thousand eight hundred and fifty 4

John A Hames Secretary. President.

1 mo. 18 dys to

No. 165

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 1000

Thomas F. Lambert

to be insured, lost or not lost,

One Thousand Dollars on Catchings on board Bark Rover as valued in the margin At & from Fair Haven

Febry 24th 1856

VALUATION.
Sperm Oil, 175
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Feb 24th 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

June 27 1858 at noon

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two Years and pro rata for a longer time, ~~until~~ to return for time she is out of the risk only without Pay. transacting the Co.

Prem....$ 80
Policy..... 1
$ 81

until June. 27th 1858 at noon.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the ~~Second~~ Twenty-sixth day of July one thousand eight hundred and fifty 6

John A Hawes Secretary. President.

Memorandum—

From Mrs. A. E.

Lapsed. Clothing as insured within. $16.38
50.25
$66,08

From Mrs. Ch.

$50.25.

Fairhaven July 27 1855

Rec'd of the Fairhaven Mut Ins Co. fifty dollars and twenty five cts.
in full for loss on the within policy—

Thomas H. Lambert

No. 149

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 1800

John M. Howland

to be insured, lost or not lost. Eighteen hundred Dollars on Ship Wm Rotch & Outfits Proportionally on each as valued in the margin. At & from New Bedford July 8th 1856

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits July 8th 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

July 8th 1860 at noon

Vessel valued, including Premium, $ 10.00

Outfits $ 18.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Five years and pro rata for a longer time, until

Prem.... $ 144
Policy.....

July 8th 1860 at noon

$ 144
134.40
$ 279.40.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Sixth day of July one thousand eight hundred and fifty six

John L Hawes Secretary. President.

No. 170

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 2000

Thomas Ames,

to be insured, lost or not lost. Two Thousand Dollars on Ship Comfort and Outfits for Nantucket, on each as valued in the margin. At & from Honolulu March 16th 1856

VALUATION.
Sperm Oil.
Whale Oil.
Whale Bone.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits March 16th 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

October 6th 1859 at noon

Vessel valued, including Premium, $ 16.000

OUTFITS $ 16.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two years and pro rata for a longer time, until

Prem....$ 160
Policy.....
$ 161

October 6th 1859 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the 16th day of July one thousand eight hundred and fifty 6th.

Wm. Adams Secretary. President.

Rec'd of the Fauchaux M M Ins Co —
Fifty eight 54/100 Dollars on Policy No. 170 —
as made up by Mr Taylor
Fauchaux Aug. 9/57

Ben'l B Howard for
Thomas Aires

J.91
J.91
f T58-33

No. 171

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Thomas Ames

Sum insured, $ 2375-

to be insured, lost or not lost, Twenty three hundred and Seventy five Dollars on Ship Pacific & Outfits proportionall. on each as valued in the Margn. At & from Payal September 13th 1815.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits. September 13th 1815 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August 7. 1819 at noon

Vessel valued, including Premium, $ 141.000

Outfits $ 24.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, (Their) factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, (Their) executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within One Year and pro rata for a longer time, until

Prem....$ 190
Policy.....

$ 191

August 7. 1819 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the 2nd day of Sept one thousand eight hundred and fifteen

Secretary. President.

No. 172

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,
$ 8000

Insft & Allen

to be insured, lost or not lost, Eight thousand Dollars on Bark Fanny & Outfits

for particulars as stated in the margin. At & from New Bedford

July 14th 1856.

VALUATION.
Sperm Oil.
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark & Outfits. July 14. 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium,
$ 1800

OUTFITS $ 2800

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two years and pro rata for a longer time, until

Prem.... $ 6[illegible]
Policy ...
$ 641

July 14th 1860 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

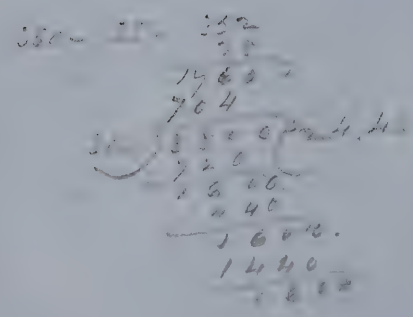
This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the 14th day of July one thousand eight hundred and fifty 4

John A. Ames Secretary.

President.



No. 173

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Loring Mugford for account of Ps N Jones 250- Joseph Anderson 158 Elisha Beard 158

Sum insured, $ 150

to be insured, lost or not lost. Five hundred & Fifty Dollars on Catchings on board Bark Brabasist as valued in the margin. At & from Tala Bay. January 7th 1856

VALUATION.
Sperm Oil, 150 for yours
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings January 7. 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before April 11. 1858 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One year and pro rata for a longer time, until

Prem.... $ 25
Policy.... 1
$ 26
24 461
5.44

April 11. 1858 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Fourteenth day of February one thousand eight hundred and fifty five

John C Adams Secretary. President.

No. 14

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 8000

Edmund Allen

to be insured, lost or not lost. Eight Thousand Dollars in Ship Arctic and Outfits Proportionally on each as mined in the margin At & from Fairhaven July 22. 1856

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship Arctic July 22. 1856 at sea

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

July 22. 1860 at noon

Vessel valued, including Premium, $ 24.000

Outfits $ 24.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two Years and pro rata for a longer time, until

Prem....$ 640
Policy.....
$ 641

July 22. 1860 at noon.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the twenty second day of July one thousand eight hundred and fifty six

John A. Summers Secretary. President.

No. 157

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 1250

Samuel L. Braid

to be insured, lost or not lost. Twelve hundred & fifty Dollars on Ship "Sahmini" and Outfits. proportionally on each as valued in the margin. At & from Fairhaven July 30. 1856

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits July 30. 1856. at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

July 30. 1860. at noon.

Vessel valued, including Premium, $ 16.000

OUTFITS $ 24.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Saml. Braid, and pro rata for a longer time, until

Prem.... $ 100
Policy..... 1
$ 151.

July 30. 1860 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Thirtieth day of July one thousand eight hundred and fifty Six

John A. Howard Secretary. President.

No. 170.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 3750

H. Jenney & Charles Kipp.

to be insured, lost or not lost, Thirty seven hundred and Fifty Dollars on Ship's Tackle and Outfits, for Voluntary on each as valued in the margin

At and from Fairhaven July 30th 1856.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfit July 30. 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

July 30. 1860 at noon

Vessel valued, including Premium, $ 16.000

OUTFITS $ 24.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two years. and pro rata for a longer time, until

Prem.... $ 300
Policy..... 1
$ 301
208.75
509.75

July 30th 1860 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Thirtieth day of July one thousand eight hundred and fifty six

Wm Gibbs Secretary. President.

No. 177

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH.

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured. $ 1280

(Livingston & Taber

to be insured, lost or not lost, Twelve hundred and fifty Dollars on Ship Sahmis and Outfits, for perpetuals, on each as valued in the margin At Sea

VALUATION.
Sperm Oil.
Whale Oil.
Whale Bone.

San Sam July 30th 1856

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits July 30th 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

July 30. 1860 at noon

Vessel valued, including Premium, $ 16.000

OUTFITS $ 24.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured. their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within One year and pro rata for a longer time, until

Prem.... $ 160
Policy 1
$ 161

July 30. 1860 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Thirtieth day of July one thousand eight hundred and fifty-six.

John Chases Secretary. President.

No. 18

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

F. S. Pierce

Sum insured. $ 1250

to be insured, lost or not lost, Twelve hundred & Fifty Dollars on Ship Lahaina & Outfit. proportionally on each as valued in the margin. At & from Fairhaven July 30th 1856.

VALUATION.
Sperm Oil.
Whale Oil.
Whale Bone.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Ship & Outfit July 30 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

July 30. 1860 at noon

Vessel valued, including Premium, $ 16,000

Outfits $ 24,000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said vessel & to or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said vessel & or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two years and pro rata for a longer time, until

July 30. 1860 at noon

Prem....$ 100
Policy.....

$ 151.
100.
1.50

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the vessel & aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said vessel & whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the thirtieth day of July one thousand eight hundred and fifty six

John C. Adams Secretary. President.

No. 179

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 625 —

Loring Foster,

to be insured, lost or not lost,

Six hundred & Twenty five Dollars on Ships Fahmen

and Outfits proportionally on each as valued in the margin

At & from Fairhaven August 6th 1856.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits August 6th 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August 1st 1860 at noon

Vessel valued, including Premium, $ 11.1111

OUTFITS $ 24.1111

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two years and pro rata for a longer time, until

Prem....$ 50
Policy.....

August 6th 1860 at noon

$ 11.
34.72
5.28

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Sixth day of August one thousand eight hundred and fifty six

John A. Tavares Secretary.

President.

No. 102

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause [illegible] David B. Kempton [illegible]

Sum insured, $ 1000

to be insured, lost or not lost, Four Thousand Dollars on Ship Christopher Mitchell, and Outfits proportionally on each as valued in the margin At and from New Bedford August 6th 1856,

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Ship & outfits August 16th 1856 at noon as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August 16th 1860 at noon

Vessel valued, including Premium, $ 15.000

Outfits $ 27.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two Years and pro rata for a longer time, until

August 16th 1860 at noon

Prem....$ 320
Policy.... 1

321
21.46
301.54

340
19
321.

1856. 5. 17
6. 8. 16
1. 9. 1

1843
1593
2010 20 200.
144 92
1340
2010
3350.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Sixteenth day of August one thousand eight hundred and fifty six

John A Havens Secretary. President.

No. 111

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 1657.50

P. E. Swinhow

to be insured, lost or not lost, Sixteen hundred & Eighty seven Dollars and fifty Cents on Ship Said Seaman & Outfits Interestmatts, on each as valued in the margin At & from Fairhaven August 20. 1856

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits August 20. 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August 20. 1860 at noon

Vessel valued, including Premium, $ 28.000

OUTFITS $ 26.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two years. and pro rata for a longer time, until

Prem....$ 135.
Policy.....
$ 136.
1.06
174.00

August 20th 1860 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Fifteenth day of August one thousand eight hundred and fifty

John. A Hawes Secretary. President.

Fairhaven Sept 16th 1859

$1522.77 Rec'd of the Fairhaven Mutual Marine Insurance Company fifteen hundred & twenty two 77/100 dollars in full for all demands against said Company on a/c of loss under the within Policy No. 18.

N. E. Morrison
By G. R. Whitwell
his Attorney

Memorandum.

Dr.

To loss on Ship So. Seaman & Outfits.	1687.50	
1 mo 14 dys Int from July 17th (Att. May 17/59)	12.38.	1699.88.

Cr

By promote due May 16/59	174.06.	
3 mos 15 dys Int.	3.05	
Bal due —	1522.77	1699.88

No. 112

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 1.187

Benjamin Ellis.

to be insured, lost or not lost. Eleven hundred & Eighty seven Dollars on Bark "Hope" and Outfits proportionally on each as valued in the margin. At & from New Bedford. August 20d 1836

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark "Hope" Outfits August 20 1836 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium, $ 7.440

August. 20th 1860 at noon

Outfits $ 11.540.

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within One Year and pro rata for a longer time, until

Prem....$ 94.96
Policy.....

$ 95.96.

August. 20d 1860 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty day of August one thousand eight hundred and fifty six

John A Stanwood Secretary.

President.

No. 113

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Smff & Allen for account of whom it may concern, top of

Sum insured, $ 2500

any payable to Smff & Allen.

to be insured, lost or not lost.

Twenty five hundred Dollars, on Bark Gratitude

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

and Outfits proportionably on each as valued in the margin

At from Pleasant Island, December 21. 1855

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark & Outfits December 21. 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 4th 1858 at noon

Vessel valued, including Premium, $ 16.000

Outfits $ 24.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Nine per cent. if the risk ends within Two Years and pro rata for a longer time, until

Prem....$ 225
Policy..... 1
$ 226

September 4th 1858 at noon.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the twenty second day of December one thousand eight hundred and fifty five

Secretary. President.

No. 184

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 1500

Gibbs & Tinney.

to be insured, lost or not lost. Fifty five hundred Dollars on Ship Sarah Seaman and Outfits proportionally as each as valued in the margin. At 8 from Fairhaven. August 25th 1866

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits August 25th 1866 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August. 25th 1870 at noon

Vessel valued, including Premium, $ 28,000

OUTFITS $ 24,000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Six Years and pro rata for a longer time, until

Prem.... $ 520.
Policy..... 1
$ 521.

August 25 1866 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty fifth day of August one thousand eight hundred and fifty Two

John G. Travis Secretary. President.

Taunton Aug 1. 1860

$6.905.17/ Rec'd of the Taunton Bristol Manf. Insurance Co. Six thousand nine hundred and five 17/ dollars in full for loss and interest paid on the within Policy (No 154).

No. 185.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Alfred Nye as Administrator of Estate of Charles Delano Esq of any,

Sum insured, $ 600

payable to Alfred Nye

to be insured, lost or not lost,

Six hundred Dollars on Catchings on board Ship Mary Ann as valued in the margin. At & from Paita April 25th 1856.

VALUATION.

Sperm Oil, 150 ₱ ton

Whale Oil,

Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings April 25th 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 16th 1858 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss: but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within two years and pro rata for a longer time, until

September 16th 1858 at noon

Prem....$ 48

Policy..... 1

$ 49.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

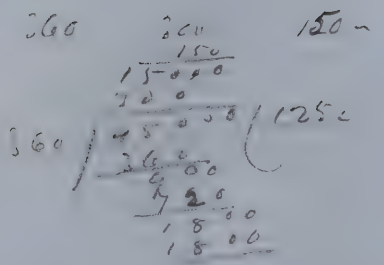
This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty eighth day of August one thousand eight hundred and fifty six

John C Howes Secretary.

President.



No. 116.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 6000

Wm. P. Haviland

to be insured, lost or not lost, Six Thousand Dollars on Catchings on board Ship Jane Hecta as valued on the margin At & from whence she was (is in safety) Janry. 3rd 1856

VALUATION.
Sperm Oil, 850 ₰ bbl
Whale Oil.
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings January 3rd 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

October 4th 1857 at noon

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent, if the risk ends within One Year and pro rata for a longer time, until to return for time not used if the risk ends without loss Insurance, Five per cent. until October 4th 1857 at noon

Prem....$ 300
Policy..... 1
$ 301
125
426

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty Ninth day of August one thousand eight hundred and fifty six

John A Hawes Secretary. President.

No. 117

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

(P. E. Thornton

Sum insured, $ 1,750

to be insured, lost or not lost, Seventeen hundred & fifty Dollars on Bark Iowa

and Outfits hypothetically or such as valued in the margin (H.T.)

from Fairhaven September 3d 1856

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark & Outfits September 3d 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 3d 1860 at noon

Vessel valued, including Premium, $ 12000

OUTFITS $16,000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of ~~Eight~~ Five per cent. if the risk ends within One year and pro rata for a longer time, until

Prem.... $ 157 50
Policy....
$ 1,907.50

September 3d 1860. at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Third day of September one thousand eight hundred and fifty-six

Wm A Hawes Secretary. President.

Hartford April 8th 1858

I have received your letter of the 6th inst. and in reply to the same I have to say that the Policy of Insurance referred to

No. [illegible]
in the Hartford Steam

Office of the Hartford Steam Boiler
Insurance Co. April 5th 1858

[illegible] signature appears to be
J. M. Allen
Pres.

No. 111

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Jenney & Tripp for account of whom it may concern Ship & any,

Sum insured, $ 6,250

payable to Jenney & Tripp

to be insured, lost or not lost.

Six Thousand Six hundred & fifty Dollars on Bark Iowa and Outfit, for porportionally as each is valued in the margin At & from Fairhaven Sept 3d 1856.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said vessel & Outfits Sept 3d 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 3d 1860 at noon

Vessel valued, including Premium, $ 12000

Outfits $ 16.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said vessel & or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said vessel & or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Nine per cent. if the risk ends within Six Years and pro rata for a longer time, until

Prem.... $ 562.50
Policy.
$ 562.50

September 3d 1860 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the vessel & aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said vessel & whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Third day of September one thousand eight hundred and fifty six

Secretary.

President.

No. 89

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured. $ 8000

Gibbs & Tenney

to be insured, lost or not lost, Eight Thousand Dollars on Brl or board Schoner Cornelia, as valued in the margin. At & from Newbedford to New York

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Brl Sept. 10th 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, ~~until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before~~

Brl
~~Vessel~~ valued, including Premium, $ 8.000

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Brl or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Brl or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of One Quarter per cent. ~~if the risk ends within~~ and pro rata for a ~~longer time~~, until

Prem....$ 20
Policy....
$

her arrival at New York

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Brl aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Brl whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the 2nd day of September one thousand eight hundred and fifty six

John A Hawes Secretary. President.

No. 140

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured. $ 14.000

Josiah Holmes Jr. & Boy.

to be insured, lost or not lost, Fourteen hundred Dollars on Bark Sunbeam & Outfits

VALUATION. Sperm Oil. Whale Oil. Whale Bone, proportionally on each as valued in the margin. At & from New Bedford

July 21st 1856.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Vessel valued, including Premium, $ 22.000 Outfits $ 24.000

Bark & Outfits July. 21. 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

July 21. 1860. at noon

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two Years and pro rata for a longer time, until

Prem....$ 112.
Policy ... 1
$ 113.

July. 21. 1860 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Fourteenth day of Sept. one thousand eight hundred and fifty 6.

John Adams Secretary. President.

No. 191

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Josiah Holmes 2d & Bro.

Sum insured, $ 1100

to be insured, lost or not lost. Fourteen hundred Dollars on Bark Merlin & Outfits proportionally on each as valued in the margin. At & from Nuvitas June 25th 1856

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Merlin & Outfits June 25th 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

June 25th 1860 at noon

Vessel valued, including Premium, $ 22.000

OUTFITS $ 24.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within two years and pro rata for a longer time, until

Prem....$ 112
Policy.... 1
$ 113

June 25th 1860 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Thirteenth day of September one thousand eight hundred and fifty six

Chas A Soares Secretary. President.

No. 192

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 4500.

F. R. Whitwell

to be insured, lost or not lost, Forty five hundred Dollars on Ship Charles W. Morgan and Outfits proportionately on each as valued in the margin At & from New Bedford. September 13th 1856.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits September 13. 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 13. 1865 at noon

Vessel valued, including Premium, $ 18.000

OUTFITS $ 18.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two years and pro rata for a longer time, until

Prem.... $ 360
Policy... 1
$ 361.

September 13th 1860 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Thirteenth day of September one thousand eight hundred and fifty six

John A. Haines Secretary. President.

Fairhaven June. 8th 1888

No 184.32

Rec'd of the Fairhaven M. M. Ins Co One hundred & eighty one dollars and fifteen cents for Partial Dfs (180.35) and interest (77) on the within Policy

H. R. Whitmell

No. 193.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 1250

Benjamin Ellis

to be insured, lost or not lost, Twelve hundred and fifty dollars on Bark Marcella and Outfits proportionally on each as valued in the margin At & from New Bedford September 16th 1856.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark & Outfits September 16th 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 16th 1860 at noon

Vessel valued, including Premium, $ 9,000

OUTFITS $1,000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Nine per cent. if the risk ends within Four years and pro rata for a longer time, until

Prem....$ 112,50
Policy..... 1
$ 113,50

September 16th 1860 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Sixteenth day of September one thousand eight hundred and fifty six

John G Hawes Secretary. President.

No. 194.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured.
$ 7,000

Wm Wilcox

to be insured, lost or not lost. Seven Thousand Dollars, on Sch. Warren & Onslow

Sen particularly on such as valued in the manifest. At & from

Edgartown Whence the mast of October 4th 1855 in safety 9th May 3rd 1856.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Sch & Outfits October 4th 1855, May 3rd 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

October 4th 1859. at noon

Vessel valued, including Premium,
$ 18,000

OUTFITS $2B. 500 Ins.

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two years and pro rata for a longer time, until

Prem....$ 360
Policy.....
$ 361.

October 4th 1859 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the 4th day of September one thousand eight hundred and fifty 9

John A. Stowell Secretary.

President.

Fairhaven Bedford May 27 1854.

$842.99

Rec'd of the Fairhaven Mutual Marine Ins Co the
sum of Eight Hundred & forty two dollars and 99/100 — being
the amt due me from said Co per order of Dep in the
matter pending as made up by D Z Taylor Esq.

Wm Wilcox

No. 195

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

John M. Howland.

Sum insured, $ 2500

to be insured, lost or not lost, Twenty five hundred Dollars on Ship Mary Frazier and Outfits proportionately on each, as valued in the margin At. and from New Bedford September 18th 1860.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits September 18th 1860 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 18th 1860 at noon

Vessel valued, including Premium, $ 18,000

OUTFITS $ 22 000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two Years and pro rata for a longer time, until

Prem....$ 200
Policy..... 1
$ 201
3 05
274 05

September 18th 1860 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

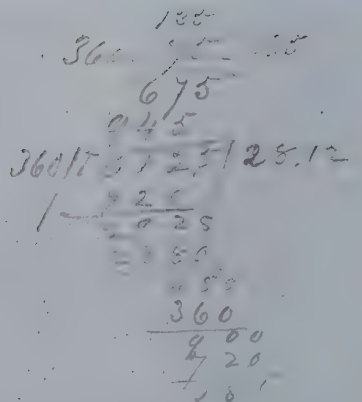
This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Eighteenth day of September one thousand eight hundred and fifty

John Adams Secretary.

President.



Barque Warren of New Bedford in a hurricane in Oct last &c lost foremast, fib and flying jib boom & main top gallant mast-head, boats stove, and bulwarks stove.

Wm H. Taylor of New Bedford made the average from which the following is a copy -

"Fairhaven Mutual Marine Ins Office

Policy No 194.

Valuation $42.1000. $7000 Insured pays. $840.99.

Wm Wilcox policy should apparently cover 7/42 of $5286 - or $881.03 - but having an interest in only one half of the vessel, and claiming 15/44 of the Com[e] office, he can only claim 7/44 of the Fairhaven Office, and the sum is so computed"

Fairhaven M. M. Ins Co in Ac with Wm Wilcox -

Dr. To loss on Policy No 194. $840.99

" 2 1/2 on " " " " 1.68 $842.67

Cr.

By his premium on Policy No 247. less 42 days disct. 54.99

$787.68

No. 196

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Loring, Meigs. for account of as per endorsement upon the back hereof if any payable to. Loring Meigs.

Sum insured, $ 1500.

to be insured, lost or not lost,

Fifteen hundred Dollars on Schooner "Palmyra" and Outfits.

VALUATION.
Sperm Oil.
Whale Oil.
Whale Bone,

for particularly as such as entered in the margin. At & from Mattapoisett

June 24th 1856

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Sch & Outfits June 24th 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

June 24th 1860 at noon

Vessel valued, including Premium, $ 3000

Outfits $ 3000.

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One Year and pro rata for a longer time, until

Prem....$ 75.
Policy.....
$ 76
28.12
104.12

June 24th 1860 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Fourteenth day of September one thousand eight hundred and fifty six

Wm A Fames Secretary.

President.

The within Insurance is for account of Citizens by

George Cannon.	500
C. King	400
Philip Abbott	200
Daniel Pratt.	100
	$1500

No. 147

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 9.375

(Selana Hall

to be insured, lost or not lost. Twenty three hundred & Seventy five dollars on Bark Louisa & Outfits proportionately as valued in the margin. At & from New Bedford September 22d, 1856.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark Louisa September 22 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 22 1860 at noon

Vessel valued, including Premium, $ 12.000

OUTFITS $ 26.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said (vessel &c) or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said (vessel &c) or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two Years and pro rata for a longer time, until

Prem....$ 190 --
Policy....
$ 191

September 22 1860 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the (vessel &c) aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said (vessel &c) whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty Sixth day of September one thousand eight hundred and fifty six

R. Allen Secretary. President.

No. 198

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 1959

James L. Cox.

to be insured, lost or not lost. (Nineteen hundred & eighty nine dollars on Catchings on board Bark Pamelia, as valued in the margin. At & from

VALUATION.
Sperm Oil. 150 per gall
Whale Oil.
Whale Bone.

Anjier July 4th 1856.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings July 4th 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

June 4. 1859 at noon

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Nine per cent. if the risk ends within Six years and pro rata for a longer time, until

Prem.... $ 179.01
Policy.....
$180.11

June 4. 1859 at noon,

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Ninth day of September one thousand eight hundred and fifty six

John A Hawes Secretary. President.

No. 199.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 800 —

C. E. Merihew,

to be insured, lost or not lost. Eight hundred dollars on Present and future Catchings on board Bark Elizabeth Swift as valued in the margin At & from Rio Janeiro.

May 28th 1856

VALUATION.
Sperm Oil. 150 pr pipe
Whale Oil. 80 " "
Whale Bone. 60 " lb.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings. May 28th 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

November 1858 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Six months and pro rata for a longer time, until

Prem.... $ 64.
Policy.....
$ 65.

November 1858 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty fifth day of September one thousand eight hundred and fifty six

John A Hawes Secretary.

President.

No.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,

$

to be insured, lost or not lost,

VALUATION.

Sperm Oil,

Whale Oil,

Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium,

$

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of per cent. if the risk ends within and pro rata for a longer time, until

OUTFITS $

Prem....$

Policy....

$

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the day of one thousand eight hundred and fifty

Secretary. President.

No. 20

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Martin Palmer

Sum insured, $ 600 —

to be insured, lost or not lost, at Four hundred dollars on Ellen Clark, and Two hundred dollars on Tobacco on board said boat "Wing Fisher" At & from Mashpee

September 27 1856

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Merchandize September 27 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, ~~until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before~~

Merchandize
Vessel valued, including Premium, $

September 27 1858 at noon

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Merchandize or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Merchandize or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two years ~~and pro rata for a longer time, until~~

Prem.... $ 18
Policy..... 1
$ 19.

September 27 1858 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Merchandize aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Merchandize whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty seventh day of September one thousand eight hundred and fifty six

Secretary. President.

No. 201

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause R. L. Baxter for account of whom it may concern the loss of or, [illegible] R. L. Baxter.

Sum insured, $ 5000

to be insured, lost or not lost, Five Thousand dollars on Bark R. L. Baxter &. Outfits. [illegible] on each as mutually agreed on the margin, At & from Mattapoisett. August 19th 1866.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Bark & Outfits. August 19. 1866 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August 19. 1867. at noon

Vessel valued, including Premium, $ 11.1111

Outfits $ 11.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within Two Years and pro rata for a longer time, until

Prem....$ 1.50
Policy.....
$ 451
6.25
445.75

August 19. 1868 at noon

10
10
445 (6.25
35
10
410
2.50

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

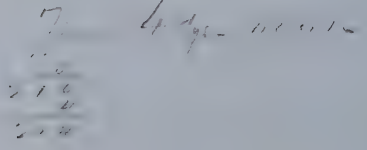
The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

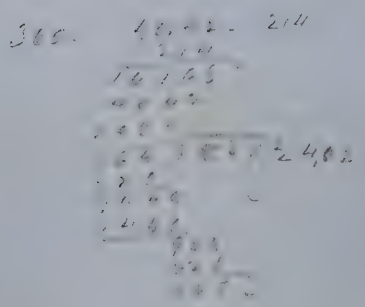
This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Tenth day of October one thousand eight hundred and fifty six

John A. Hawes Secretary. President.





No. 202

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 735.

Horace Scott

to be insured, lost or not lost,

Seven hundred & thirty five dollars on Brig Elvira and Outfits for particulars as valued in the margin. At & from Matthewsville July 24th 1856.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Brig & Outfits July 24. 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

July 24. 1860 at noon

Vessel valued, including Premium, $ 5300

Outfits $ 670.00

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Brig & Outfits or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Brig & Outfits or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five & one Half per cent. if the risk ends within One year and pro rata for a longer time, until

July 24. 1860 at noon

Prem.... $ 40.42
Policy..... 1
$ 41.42
24.02
26.54

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Brig & Outfits aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Brig & Outfits whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Seventh day of October one thousand eight hundred and fifty six.

R. L. Gibbs Secretary.

President.

No. 203.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 400

(Cyrus Clark for account of C. E. Clark & Co. of a/c Payable to C. E. Clark.

to be insured, lost or not lost,

VALUATION.
Sperm Oil, 150 Bbls
Whale Oil.
Whale Bone,

Four hundred dollars on Catchings on board Bark Zephir Bird assumed in the main. At & from St Helena. May 4th 1856,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings May 4. 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

June 4. 1859 at noon

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five & half per cent. if the risk ends within One year and pro rata for a longer time, until

Prem.... $ 22.
Policy..... 1
$ 23.

June 4. 1859 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

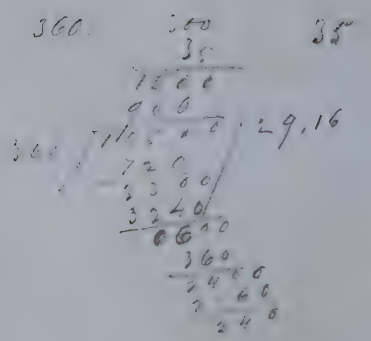
The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Tenth day of October one thousand eight hundred and fifty six.

Wm A Hawes Secretary. President.



$ 137.45

New Bedford, June 7th 62

Rec'd of the Fairhaven M. M. Ins. Co One hundred & thirty seven 45/100 dollars in full for claim on Ins on Ship Chandler Price

Limm Snow Jr

For Hastings & Co Pro

No. 204

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause W. E. Pope for account of whom it may concern. Loss if any payable to W. E. Pope

Sum insured, $ 6000

to be insured, lost or not lost, Six thousand dollars on Catchings as stated in Charles Rice as named in the margin. At & from whence she may be in safety. April 25. 1856

VALUATION.
Sperm Oil, 167 pun
Whale Oil, 30. [illegible]
Whale Bone, [illegible]

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings April 25. 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before September 11. 1858 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings, or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings, or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Six per cent. if the risk ends within One year and pro rata for a longer time, until

Prem....$ 300
Policy... 1
$ 301
29.16
330.16

September 11. 1856 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the 11. day of October one thousand eight hundred and fifty six

[signature] Secretary.

President.

9 mos. - 18 days -

30
270
18
288 days -

360 - 15 = 288
15
1440
288
4320 | 12
360
720
720

No. 2057

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Chas. Eldridge

Sum insured, $ 300.

to be insured, lost or not lost, Three hundred dollars on Catchings on board Bark "Pacific," as valued on the margin. At & from wheresoever she may be (if in safety) May 7th 1856

VALUATION.
Sperm Oil, 130 [illegible]
Whale Oil, 80 .
Whale Bone, 70 . 60

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings May 7. 1856. at noon as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

April 21st 1858. at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of five per cent. if the risk ends within One year and pro rata for a longer time, until

Prem....$ 15
Policy..... 1
$ 16.
12 -
28 -

September 21. 1858 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the (Catchings) aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said (Catchings) whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

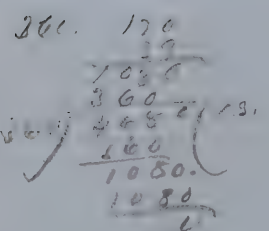
The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Fourteenth day of September one thousand eight hundred and fifty [illegible]

John G. Howes Secretary. President.



No. 206

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause R. L. Barstow for account of whom it may concern. Loss if any Payable to R. L. Barstow

Sum Insured, $ 2000

to be insured, lost or not lost,

Two Thousand Dollars on Catchings on board Brig Excellent, as valued in the margin. At & from whence he was if on Safety. July 1. 1856.

VALUATION.
Sperm Oil, 150 P gun
Whale Oil.
Whale Bone.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings, July 1. 1856 at noon as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before Boston 19. 1859 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One year and pro rata for a longer time, until Ten clear three per cent if the risk ends within Forty months.

Prem....$ 120
Policy.... 1
$ 121.
13—
134.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Seventeenth day of October one thousand eight hundred and fifty six

Wm. Adams Secretary. President.

No. 107

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured.
$ 1000

R. L. Barstow)

to be insured, lost or not lost,

Ten Thousand dollars on Oil for board any Vessel or Vessels in which the same is the property of, or may be laded or shipped by the said assured, from Fayal, Azores, at any port or ports of discharge in the United States. Risk to commence from date hereof.

VALUATION.
Sperm Oil. 150 per gal.
Whale Oil.
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Oil,

as aforesaid, and to continue during the voyage aforesaid, ~~until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before~~

Vessel valued, including Premium,
$

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Oil or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Oil, or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Six per cent. per cent. ~~if the risk ends within longer time~~, until and pro rata for a, Sperm arrive at a port of discharge in the United States.

Prem.... $ 50
Policy.... ,
$ 51,

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Oil aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Oil whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the fifteenth day of October one thousand eight hundred and fifty [illegible]

John Adams Secretary.

President.

No. 208

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 7500

E. Sanni

to be insured, lost or not lost, Seven Thousand dollars on Bark Amazon & Outfits Proportionately on each as valued in the margin. At & from Fairhaven October 16th 1856.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark & Outfits October 16. 1856. at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium, $ 14000

October 16th 1860 at noon

OUTFITS $ 16.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Bark & or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Bark &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two Years and pro rata for a longer time, until

Prem.... $ 600
Policy..... 1
$ 601.

October 16. 1860 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Bark &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Bark &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

360
210
22
592

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the day of one thousand eight hundred and fifty

Secretary. President.

No. 209

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured. $ 2375

Samuel B Hames

to be insured, lost or not lost. Twenty three hundred & seventy five dollars on Ship Ocean & outfits. Interchangeably on each as valued in the margin at & from. Stamford October 22. 1856.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Ship & outfits. October 22 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

October 22. 1860 at noon

Vessel valued, including Premium, $ 14000

Outfits $ 24.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Six years and pro rata for a longer time, until

Prem....$ 190
Policy.... 1
$ 191
75 40
266,40

October 1860 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance: provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the twenty third day of October one thousand eight hundred and fifty six

John G Hames Secretary. President.

No. 210

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 1312.50

Edward Manchester

to be insured, lost or not lost, Thirteen hundred & twenty five 50/100 dollars on Ship Christopher Mitchell & Outfits for Portugal on each or either in the Margin. At & from Fayal. Sept. 12. 1856.

VALUATION.
Sperm Oil.
Whale Oil.
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits Sept. 12. 1856. at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August 16th 1860 at noon

Vessel valued, including Premium, $ 15,000

Outfits $ 27,000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within One year and pro rata for a longer time, until

Prem....$ 105
Policy..... 1
$ 106.

August 16. 1860 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty fifth day of August one thousand eight hundred and fifty six

John Adams Secretary. President.

No.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,

$

to be insured, lost or not lost,

VALUATION.

Sperm Oil,

Whale Oil,

Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium,

$

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of per cent. if the risk ends within and pro rata for a longer time, until

OUTFITS $

Prem....$

Policy....

$

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the day of one thousand eight hundred and fifty

Secretary. President.

No.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 8000

Gibbs & Jenny

to be insured, lost or not lost, Eight Thousand dollars on Oil on board Ship Helen at & from New Bedford, Oct. 25/56 for New York

VALUATION.
Sperm Oil, 150 p gun
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Oil. 6 Oct 25. 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, ~~until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before~~

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Oil or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Oil or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so do the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of three eighths per cent. ~~if the risk ends within~~ and pro rata for a ~~longer time~~, until

Prem....$ 30
Policy.....
$ 31

Ins arrive at New York

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Oil aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Oil whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the twenty fifth day of October one thousand eight hundred and fifty six

John A Stevens Secretary. President.

No. 913.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured. $ 4000

Francis C. Smith

to be insured, lost or not lost,

Four thousand dollars on Catchings on board

Valuation.
Sperm Oil. 150
Whale Oil. 50
Whale Bone. 60

Ship John S. Edwards as valued in the margin. At Sea

Anjier July 11. 1856.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings July 11. 1856.

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

January 8th 1859 at noon

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Outfits $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings, or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One year and pro rata for a longer time, until

Prem....$ 200
Policy.... 1
$ 201

January 8th 1859 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance: provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days: and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded: and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured: and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Second day of January one thousand eight hundred and fifty nine

John Adams Secretary. President.

No. 214

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured. $ 1360.

Frederick Hocum.

to be insured, lost or not lost. Fifteen hundred & Sixty dollars on Ship Saratoga & Outfit. proportionally on each as valued in the margin. At & from New Bedford. November 3d 1856

VALUATION.
Sperm Oil.
Whale Oil.
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits. November 3. 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

November 3. 1860 at noon

Vessel valued, including Premium, $ 22000

Outfits $ 28.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said hull &c) or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said hull &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured. his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within One year and pro rata for a longer time, until

Prem....$ 1248 0.
Policy..... 1
$ 123 80.

November 3d 1860 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the hull &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said hull &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Third day of November one thousand eight hundred and fifty six.

John R. Hawes Secretary. President.

No. 915

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 8000

Rock Swift & Co. for account of whom it may concern (if any payable to Rock Swift & Co.

to be insured, lost or not lost,

Eight Thousand dollars on Flour, on board "Natch Commerce" At. and from Richmond Va. to Pernambuco. Brazil.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Flour No 6. 1850 at risk

as aforesaid, and to continue during the voyage aforesaid, ~~until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before~~

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Flour, or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Flour or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of One and one qr per cent. if ~~the risk ends~~ within and pro rata for a ~~longer time~~, until

Flour arrive at Pernambuco

Prem....$ 110
Policy..... 1
$ 111

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Flour aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Flour whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the eighth day of November one thousand eight hundred and fifty

Secretary. President.

Office Farnham Mch 26 56

Farnham Feb 11th 57

Notice is hereby given for the "Ximenes" to sail from Pernambuco & Rio de Janeiro at an additional premium of ½ per ct per cent.

John Ottaway Sec'y

No. 216.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause David B. Kempton for ofc of Ephraim K. Kempton Jr

Sum insured, $ 1300.

of any payable to David B. Kempton

to be insured, lost or not lost,

(Thirteen hundred dollars on Ship Christopher Mitchell and Outfits per Inventory or such as valued in the margin. At and from New Bedford Aug. 16. 1860

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits August 16. 1860 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August 16. 1860. at noon

Vessel valued, including Premium, $ 15.000

OUTFITS $ 27.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within One years and pro rata for a longer time, until

August 16. 1860 at noon

Prem....$ 104
Policy..... 1
$ 105

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days: and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Fifth day of August one thousand eight hundred and fifty

John A Harris Secretary.

President.

No. 317

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH.

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 3500

David B. Kempton

to be insured, lost or not lost,

Thirty five hundred dollars on Ship Barnstable and Outfits proportionally on each as valued in the margin At 1/2 per Shipm Sea. July 1. 1856. if so safely.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship Cuyler July 1. 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

October 31. 1859 at noon

Vessel valued, including Premium, $ 15 00

OUTFITS $ 2500

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Nine per cent. if the risk ends within One Years and pro rata for a longer time, until

Prem....$ 315
Policy..... 1
$ 316.

October 31. 1857 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel, whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Sixth day of January one thousand eight hundred and fifty nine

John A. Hawes Secretary. President.

No. 218

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured. $ 500

James S. Robinson.

to be insured, lost or not lost. Five hundred dollars on Catchings on board Ship Java. as valued on the margin. At & from Honolulu. Aug 24. 1856

VALUATION.
Sperm Oil, 145
Whale Oil, 75
Whale Bone, 65

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings Aug. 24. 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

June 19. 1858 at noon

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Two per cent. if the risk ends within five months and pro rata for a longer time, until

Prem....$ 10
Policy.... 1

$ 11
5 36
1 2.26
28 24
45.10

June. 19. 1858 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Eighth day of November one thousand eight hundred and fifty-six

John Grinnell Secretary. President.

No. 219

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 3000

Edmund Allen, for account of whom it may concern

to be insured, lost or not lost. Three Thousand dollars on Bark E. L. B Jenney and Outfits proportionally on each as valued in the margin. At & from Fairhaven November 8th 1856.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits. November 8th 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

November 8th 1860 at noon.

Vessel valued, including Premium, $ 20.000

OUTFITS $ 28.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight. per cent. if the risk ends within Two Years. and pro rata for a longer time, until

Prem.... $ 2210
Policy..... 1
$ 2211

November 8th 1860 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Eighth day of November one thousand eight hundred and fifty six.

John A Havens Secretary. President.

Fairhaven Oct. 9th 1858

$ 453.55

Rec'd of the Fairhaven Mutual Marine Insurance
Company Four Hundred & eighty-three 55/100 dollars on
a/c of loss and interest due on the loss on Ship E. D. Jenny

Edmund Allen

No.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,

$

to be insured, lost or not lost,

VALUATION.

Sperm Oil.

Whale Oil.

Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium,

$

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of per cent. if the risk ends within and pro rata for a longer time, until

Prem....$

Policy....

$

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the day of one thousand eight hundred and fifty

Secretary. President.

No. 221.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured. $ 7.000

Gibbs & Jenney.

to be insured, lost or not lost, Seven Thousand dollars on Bark E.S. Gibbs Jenney and Outfits. Proportionally on each as valued in the margin, At & from Fairhaven November 8th 1856

VALUATION.
Sperm Oil.
Whale Oil.
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark & Outfits. November 8. 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium, $ 30.000

November 8. 1860 at noon

OUTFITS $ 23.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Four years and pro rata for a longer time, until

Prem.... $ 360
Policy..... 1
$ 361.
360
1 12

November 8. 1860. at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Eighth day of November one thousand eight hundred and fifty six

John A Howes Secretary. President.

Fairhaven Dec 16th 1838

$ 1151.45) Rec'd of the Fairhaven Mutual Fire
Insurance Company. Eleven hundred & Eighty one 45/100 dollars
for loss ($1169.45) and release due on the within Pol.
(note in ?)

Gibbs Swift

No. 229

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Nathan J. Pawton.

Sum insured, $ 656

to be insured, lost or not lost, Six hundred & fifty six dollars. on Ship. Christopher Mitchell and Outfits. for portuguese or each as valued in the margin. At & from. New Bedford. August. 16. 1856

VALUATION.
Sperm Oil.
Whale Oil.
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits. August. 16. 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August. 16. 1860. at noon

Vessel valued, including Premium, $ 15.000

OUTFITS $ 27.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured. his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within One Year and pro rata for a longer time, until

Prem.... $ 52.48
Policy.... 1

$ 53.48
45.00
$99.47

August. 16. 1860. at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Eighth day of November one thousand eight hundred and fifty six

John A. Parmer Secretary. President.

No. 223

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH.

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured. $ 9000

R. L. Baston for account of whom it may concern. Lss if any payable to R. L. Baston

to be insured, lost or not lost,

Nine Thousand dollars on Oil on board Bk Susan Jane (being Catchings of Brig Excellent) as ordered in the margin At & from Leando to New York. August 12. 1856

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

August 12. 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, ~~until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before.~~

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Oil or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Oil or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of One & one half per cent. if the risk ends within and ~~pro rata for a longer time~~, until

Prem.... $ 135
Policy.... 1
$ 136.

One annual at New York.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Oil aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Oil, whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Third day of November one thousand eight hundred and fifty six

John G. Howes Secretary. President.

No. 224.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause R. L. Baxter for account of whom it may concern, (Sep. Jan Sayabe & Co. Rogers L. Baxter.)

Sum insured, $2625

to be insured, lost or not lost, Twenty six hundred & twenty five dollars on Brig Maid and Outfits proportionably on each as valued in the margin. At & from Madagascar. November 12th 1856.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Brig & Outfits November 12th 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before November 12th 1860 at noon

Vessel valued, including Premium, $ 3600

Outfits $ 340

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five & one half per cent. if the risk ends within One year and pro rata for a longer time, until

Prem.... $ 144.37
Policy.... 1
$ 145.37

November 12th 1860 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the twenty day of November one thousand eight hundred and fifty six.

John. Atwood Secretary. President.

No. 221

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 1000 —

Hiram. Phipps.

to be insured, lost or not lost,

One Thousand dollars on Catchings on board Ships May Ann. as named in the margin. At & from Paita Oct. 12. 1846

VALUATION.
Sperm Oil, 150 p gun
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

(Catchings) October 12 1846 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 16th 1848 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within two years and pro rata for a longer time, until

Prem....$ 80
Policy..... 1
$ 81.

September 16th 1848 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance: provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured: and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the fourteenth day of August one thousand eight hundred and fifty 4y

John Adams Secretary. President.

No. 26.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

James S. Cox.

Sum insured, $ 300 —

to be insured, lost or not lost, Three hundred dollars on Catchings on board Bark Jonica as valued in the margin At & from Anjier July 13th A.D. 1836.

VALUATION.
Sperm Oil. 115 p. ton
Whale Oil.
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings July 13th 1836 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

December 3. 1838 at noon

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured. their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five & one half per cent. if the risk ends within One year and pro rata for a longer time, until

Prem....$ 16.50
Policy.... 1
$ 17.30

December 3rd 1838 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the fifteenth day of November one thousand eight hundred and fifty six

John A Hawes Secretary. President.

No. 227

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH.

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 8000.

Swift & Allen

to be insured, lost or not lost. Eight Thousand dollars on Back Massachusetts & Outfits, proportionally on each as mentd in the margin. At & from New Bedford. November 17. 1856.

VALUATION.
Sperm Oil.
Whale Oil.
Whale Bone.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Hull & Outfits. November 17. 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

November 17. 1860. at noon

Vessel valued, including Premium, $ 15.000

OUTFITS $ 30.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Hull or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Hull or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of eight per cent. if the risk ends within Two years and pro rata for a longer time, until

Prem....$ 1800
Policy..... 1

November 17. 1860 at noon

$ 641
512.66
1153.66

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Hull aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Hull whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

10-6.26
8.11.17
1.7.9

360
212
9
579

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

720 - 640 - 579
640

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Seventeenth day of November one thousand eight hundred and fifty 7

John G Davis Secretary. President.

No. 228

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Edward M. Robinson for account of whom it may concern. Loss if any payable to Edward M. Robinson

Sum insured, $ 10.000.

to be insured, lost or not lost, Ten Thousand dollars on freight on the Ship "La Nymph" from the Chincha Islands to a port of discharge in the Atlantic States with liberty to touch at Hampton roads.

VALUATION.
Sperm Oil.
Whale Oil.
Whale Bone.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Ship

as aforesaid, and to continue during the voyage aforesaid, ~~until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before~~

Ship

Vessel valued, including Premium, $ 25,000

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Freight or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Freight or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Three per cent. ~~if the risk ends within~~ and ~~pro rata for a longer time~~, until

Prem....$ 300.
Policy.....
$ 301.

her arrival at her Port of discharge in the Atlantic States

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Freight aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Freight whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the eighteenth day of November one thousand eight hundred and fifty.

John A. Hawes Secretary. President.

No. 219.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 10.000

Fitts & Jenny for account of whom it may concern. Loss if any payable to Fitts & Jenny.

to be insured, lost or not lost,

Ten Thousand dollars on Ship's Stores & Outfits proportionally on each as valued in the margin. At & from Fairhaven.

VALUATION.
Sperm Oil.
Whale Oil.
Whale Bone,

November 24. 1856

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship's Outfits November 24. 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

November 24. 1860 at noon

Vessel valued, including Premium, $ 8.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $ 27.00

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured. His executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two years. and pro rata for a longer time, until

Prem.... $ 800
Policy..... 1

$ 801.
800.
1601.

November 24th 1860 at noon.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days: and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured: and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty fourth day of November one thousand eight hundred and fifty six

John A Hawes Secretary. President.

Fairhaven Aug 1st 1860

$49057

Rec'd of the Fairhaven Mutual Marine Insurance Co. Four hundred and ninety 57/100 dollars on gold ga. [illegible] cable lost on the Nathan Peters, and due from July 12/59

Robert Jennings

No. 230

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH.

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause David B. Kempton for accounts of whom it may concern. Lop Jan

Sum insured, $ 1500

Payable to David B Kempton

to be insured, lost or not lost,

Sixty five hundred dollars on Ship Kempton, Outfits, and Catchings proportionally as each as valued in the margin At & from when the same is in safety. October 9. 1856.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship Outfits & Catchings October 9. 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium, $ 14.000

Outfits $ 4.1100

Catchings 40.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Ship &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Ship &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per half per cent. if the risk ends within One year and pro rata for a longer time, until

Prem.... $ 357.50
Policy....

$ 358.50

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Ship &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Ship &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the twenty fifth day of November one thousand eight hundred and fifty 6.

John C Haven Secretary. President.

No. 231

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 1200)

Albert Jenny.

to be insured, lost or not lost, Twenty two hundred dollars on Ship "Addison" and Outfits, proportionally on each as valued in the margin

At from New Bedford. June 23. 1860

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits November 25th 1860 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

November 25th 1860 at noon

Vessel valued, including Premium, $ 18.000

OUTFITS $ 19.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel & or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel & or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within six months, and pro rata for a longer time, until

Prem....$ 176.
Policy....
$ 177.

November 25. 1860 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel & aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel & whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days: and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war: but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk. Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the twenty fourth day of November one thousand eight hundred and fifty [illegible]

John A Staves
Secretary.

President.

Fairhaven May 23. 1889

$209.51/100 Rec'd of the Fairhaven M. M. Ins Co. Two hundred and nine 51/100 dollars. for loss on the within Policy and Interest due on the same

Albert Hervey

60.
17
10

360 - 50 . 79
79
450
350
360 / 360 1
3500
3240
2600
2520
80

No. 922

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause James & Co. for account of Alexander Hamilton & Co. Fanny Fayette &

Sum insured, $ [illegible]

James & Co.

to be insured, lost or not lost,

One thousand dollars on Catchings on board Bark Saco

as valued on the margin, At & from New Zealand

July 27th 1856

VALUATION.
Sperm Oil. [illegible]
Whale Oil.
Whale Bone.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings July 27. 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before June. 22. 1858. at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One Year and pro rata for a longer time, until

Prem.... $
Policy...

$

June. 22. 1858. at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said [illegible] whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the first day of September one thousand eight hundred and fifty [illegible]

John Allaves Secretary. President.

No. 223.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH:

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Jenny [illegible] Jr. for account of whom it may concern, [illegible] if any [illegible]

Sum insured, $ 7[illegible])

Jenney S. Griffith.

to be insured, lost or not lost,

Four hundred and fifty dollars on Bark "[illegible]" and Outfits proportionally, on each as loaded on the voyage. At & from "Tahiti."

July 4th 1856)

VALUATION.
Sperm Oil.
Whale Oil.
Whale Bone.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark & Outfits July 4th 1856. at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 4. 1859 at noon

Vessel valued, including Premium, $ 17,000

OUTFITS $ 20,000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said [illegible]) or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, [illegible] factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said [illegible]) or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, [illegible] executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of [illegible] per cent. if the risk ends within [illegible] and pro rata for a longer time, until

Prem.... $ 67,50
Policy ...
$ 67,50

September 4th 1859 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the vessel or outfits) aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said vessel or outfits whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days: and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the [illegible] day of [illegible] one thousand eight hundred and fifty [illegible]

John A. Shaw, Secretary.

President.

No. 234

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured.
$ 700

Ten Thousand

to be insured, lost or not lost, Seven Hundred dollars on Bark Volga & Outfits, ~~[illegible]~~ at and from the ~~[illegible]~~ Ship Morgania, February 14. 1856

VALUATION.
Sperm Oil.
Whale Oil.
Whale Bone.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Vessel & Outfits February 14. 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium,
$ 13.000

August 14. 1859 at noon

OUTFITS $ 14 500

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said [illegible] or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said [illegible] or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Nine per cent. if the risk ends within Two Years, and pro rata for a longer time, until

Prem.... $ 45
Policy.... 1
$ 64.

August 14 [illegible]

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the [illegible] aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said [illegible] whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days: and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

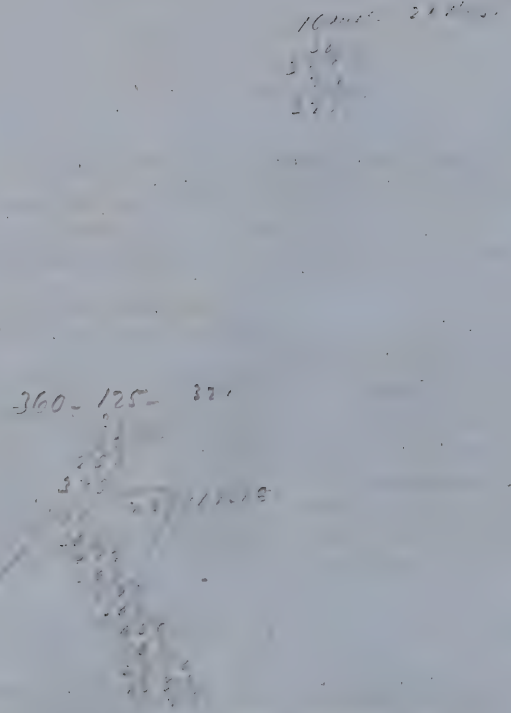
The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Third day of December one thousand eight hundred and fifty 7

John C. Howes Secretary. President.



No. 235

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 2500)

Benjamin Ellis,

to be insured, lost or not lost, Twenty five hundred dollars on Catchings on board Bark Austin Sumner as called in the margin. At & from the She ons May 5th 1856 at noon

VALUATION.
Sperm Oil, 440 bls nett
Whale Oil,
Whale Bone.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings May 5th 1856 at noon as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

November 14th 1858 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One Year and pro rata for a longer time, until

November 14th 1858 at noon

Prem.... $ 125.
Policy.... 1
$ 1251.18

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the 29th day of January one thousand eight hundred and fifty 4

John A Hawes Secretary.

President.

No. 294

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured. $ 1000

Jernis Mead for account of whom it may concern loss if any payable to Jernis Mead

to be insured, lost or not lost,

Eight Thousand dollars on Catching in Board Ship

VALUATION.

Sperm Oil. 11 1/2 cts

Whale Oil.

Whale Bone.

May 29. 1856

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catching May 29. 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

November 1st 1858 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catching. or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One Year and pro rata for a longer time, until

Prem.... $ 50.

Policy. $ 1.

To return 5 per cent on amount of the risk ended in March last Insurance

For a half per cent under November 1. 1858 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days: and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured: and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the fifth day of November one thousand eight hundred and fifty six

John G Wanes Secretary. President.

No. 237

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 600

Jonathan E. Delano,

to be insured, lost or not lost, Six hundred dollars on Catchings on board Bark Elisha Dunbar as valued in the margin. At & from whenever she sails from & in default. August 20. 1856

VALUATION.
Sperm Oil,
Whale Oil, @
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings August 20. 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

November 28. 1858 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of @ per cent. if the risk ends within One year and pro rata for a longer time, until Returns of the arrival of the said vessel at some Port in the United States, not to exceed Fifty days after the arrival

Prem.... $ 30
Policy.... 1
$ 31

ontal. November 28. 1858 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings, whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the [illegible] day of [illegible] one thousand eight hundred and fifty [illegible]

John Grimes Secretary. President.

No.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,

$

to be insured, lost or not lost,

VALUATION.

Sperm Oil,

Whale Oil,

Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium,

$

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of per cent. if the risk ends within and pro rata for a longer time, until

Prem....$

Policy.....

$

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the day of one thousand eight hundred and fifty

Secretary. President.

No. 239

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause C. S. & H. Effin [illegible] to C. S. & H. Effin

Sum insured. $ Five [illegible]

to be insured, lost or not lost, Eight thousand dollars on Catchings on board Ship "Jerad. Effin" as valued in the margin, At & from Honolulu S. I. August 25. 1856.

VALUATION.
Sperm Oil, 1.35 pr gall
Whale Oil, 75. "
Whale Bone, 50. "

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings Aug. 25. 1856 at and from Kamtschatka as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before November 1. 1859 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said [illegible] or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said [illegible] or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of two per cent. if the risk ends within [illegible] and pro rata for a longer time, until November 1. 1859 at noon

Prem....$ 160
Policy.... 1
$ 161

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said [illegible] whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded: and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the [illegible] day of [illegible] one thousand eight hundred and fifty [illegible]

John C. Hamm Secretary. President.

No. 240

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause L. Meigs for account of Charles H. Tompkins &c, Lot N. Jones &c. L. Meigs &c

Sum insured, $ 2700.00

Sup if any payable to L. Meigs

to be insured, lost or not lost,

Twenty seven hundred dollars on Brig Amelia & Outfits, proportionally on each as valued in the margin, At & from

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

Malaga Straits December 14. 1856.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Brig & Outfits December 14. 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor ~~North of an East and West line drawn through Palmer's Island Light House~~, if she shall so return before

December 14. 1856

Vessel valued, including Premium, $ 5000

OUTFITS $ 3000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c. or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Two and half per cent. if the risk ends within One year and pro rata for a longer time, until

Prem....$ 148.50
Policy.... 1

December 14. 1858 at noon

$ 149.50
2 25-81
6 mos 1.19
30
780
185

360 148.50 - 135
13.50
4.25
113.80
14.50
2.25
2.31
25-20
22.72
2.66
1.25
1.81
4.50

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Fourteenth day of December one thousand eight hundred and fifty Seven

John A. Hawes, Secretary. President.

120

600

No. 741

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 800

Abraham H. Haviland

to be insured, lost or not lost,

Fifteen hundred dollars on Catchings on board Ship Ocean, as valued in the margin. N. Bedford

September 25. 1856

VALUATION.
Sperm Oil, 140
Whale Oil, 80
Whale Bone, 30

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings. September 25 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

October 16 1858.

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured. his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of five per cent. if the risk ends within five months, and pro rata for a longer time, until

Prem....$ 30
Policy..... 1
$ 31,

October 16, 1858. at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

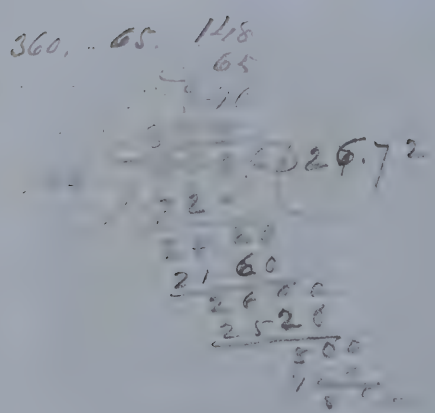
The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Fifteenth day of November one thousand eight hundred and fifty 6

John Howes Secretary. President.



No. 24

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Andrew. M. Fuller.

Sum insured, $ 1100

to be insured, lost or not lost, Thirteen hundred dollars. on (Catchings) on board Ship Barclay as valued in the margin. At and from St Helena June 24th 1856.

VALUATION.
Sperm Oil, 1.40 pr gall
Whale Oil, 80. "
Whale Bone, 40 " "

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said (Catchings) March 24th 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August. 1. 1858. at noon

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said (Catchings) or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said (Catchings) or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One year. and pro rata for a longer time, until

August. 1. 1858 at noon

Prem....$ 55.
Policy..... 1
$ 66.
16.72
5.28

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the (Catchings) aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said (Catchings) whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty second day of December one thousand eight hundred and fifty 6

John Mawes Secretary.

President.

No. 243.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 700

Samuel L. Delano & William Hayne.

to be insured, lost or not lost,

Seven hundred dollars on Catchings on board Ship "Erie" as valued in the margin. At & from Honolulu. October 10. 1856.

VALUATION.
Sperm Oil, 1.40. per gall
Whale Oil, 40
Whale Bone, 60.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said (Catchings) October 10. 1856 at noon as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before September 1. 1857. at noon

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Two per cent. if the risk ends within Five months. and pro rata for a longer time, until

Prem.... $ 14.
Policy.... 1
$ 15.

September 1. 1857. at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

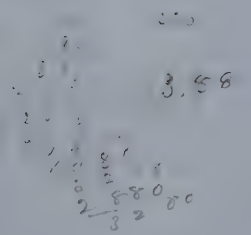
The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the twenty second day of December one thousand eight hundred and fifty six

John A. Howes Secretary. President.



No. 2147

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Edmund Allen.

Sum insured, $ 7000

to be insured, lost or not lost, Five Thousand Dollars on Catchings on board Ship "Milton" 600 a cabin in the major. Master and from ... to ... if she may get in safety. September 20th 1856

VALUATION.
Sperm Oil, 1/4 part
Whale Oil,
Whale Bone, 1/4 "

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings September 20. 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 12. 1857 at noon

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Outfits $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One year. and pro rata for a longer time, until

Prem.... $ 100
Policy.... 1
$ 101

September 12. 1857. at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty second day of December one thousand eight hundred and fifty six

John A Shaw Secretary. President.

No. 210

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Jona Bourne. for account of whom it may concern, to be insured,

Sum insured, $ 7000

Royal Ex. Jonathan Bourne Jr

to be insured, lost or not lost, Five Thousand dollars on Catchings on board Ship

Alphana) as valued in the margin. At & from Anjier July 2d. 1856

VALUATION.
Sperm Oil, 1.0 per
Whale Oil,
Whale Bone, 60 ℔

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings July 2d 1856. at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before August 2. 1858 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured. his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of per cent. if the risk ends within and pro rata for a longer time, until to return for time not used if the risk ends within Six months with Five per cent. Six months and half five cent.

Prem....$ 250.00
Policy.....
$ 250.

until August. 2. 1858 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the [illegible] day of [illegible] one thousand eight hundred and fifty [illegible]

John C. Haines Secretary. President.

No. 216

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 2.11 5

William Phillips & Son

to be insured, lost or not lost,

In the sum of Twenty dollars on Oil or Bone per Ship being Eighty feet of keel Ship Thomas Pope as she now lies in the margin. At & from Pernambuco, to & for Philadelphia

VALUATION.
Sperm Oil, 140
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Oil & Bone 10. 1850 and so

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Oil or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Oil or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of One & ½ per cent. if the risk ends within and pro rata for a longer time, until

Prem.... $ 2.12
Policy..... 1
$ 3.12

the annual at Philadelphia

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Oil aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Oil whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the 1st day of one thousand eight hundred and fifty

John C. Warren Secretary. President.

No. 247

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Henry Lincoln

Sum insured,
$ 500

to be insured, lost or not lost,

Five hundred dollars on Schooner Delaware and Outfits proportionally on each as valued in the margin. At and from Edgartown. November 1. 1860.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Schooner & Outfits November 1. 1860 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

November 1. 1860 at noon

Vessel valued, including Premium,
$ 5,000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $ 1,000

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five & One Half per cent. if the risk ends within One year and pro rata for a longer time, until

Prem.... $ 27.50
Policy.... 1,

November 1. 1860 at noon

$ 28.50

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty fifth day of November one thousand eight hundred and fifty

John A Shaw Secretary. President.

No. 711

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 1000

Charles A. Bunting, in care of Wm. P. 250 of the within named sum to be paid to Wm. Peas. The balance to Charles A. Bunting

to be insured, lost or not lost, Five hundred dollars on Schr. Susan Cook

Proportionately on each as valued in the margin, At & from Edgartown

November 1. 1856.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Schr. Susan Cook November 1. 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor ~~North of an East and West line drawn through Palmer's Island Light House~~, if she shall so return before

November 1. 1860. at noon

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

Vessel valued, including Premium, $ 5.000

OUTFITS $ 1.000

Prem....$ 17.50
Policy..... 1

$ 23.50

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel & or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel & or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per hundred per cent. if the risk ends within One Year and pro rata for a longer time, until

November. 1. 1860 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel & aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel & whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the twenty fifth day of November one thousand eight hundred and fifty six.

John A Hames Secretary. President.

Fincharn Oct. 21. 1859.

$250

Sir Iow one on the within Policy unto to Two hundred & fifty dollars - as per receipt in Suit as file --

John A Hamm Secy

No. 249.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Jacob Aiken

Sum insured, $ 450)

to be insured, lost or not lost, Four hundred and fifty dollars on Catchings on board Jas Winthrop as valued in the margin. At & from thence She was if in safety. September 4. 1856.

VALUATION.
Sperm Oil. 140,
Whale Oil. 80
Whale Bone. 50

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings September 4. 1856 at noon as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August 11. 1859 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Nine per cent. if the risk ends within Six years, and pro rata for a longer time, until

Prem.... $ 111,50
Policy....

August 11. 1859 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Thirty first day of December one thousand eight hundred and fifty

Secretary. President.

No. 256

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 900

to [illegible] Jenny S Crisp

to be insured, lost or not lost,

Fifty nine hundred dollars on Bone on board the Ship "Crystal Palace" as marked in the margin, (being Catchings of Ship Hudson) N and from Lithania October 27, 1854 to New Bedford

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone, 65 lbs @

~~wherever she may go on a whaling voyage~~, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bone October 27, 1854 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, ~~if she shall so return before~~

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Bone or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, &c, factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Bone or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, [illegible] executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of [illegible] per cent. ~~if the risk ends within~~ and ~~pro rata for a longer time~~, until

Prem....$ 113,
Policy.... 1
$ 119,

[illegible]

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Bone aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Bone whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Thirteenth day of December one thousand eight hundred and fifty Four

Wm. A. Howe, Secretary. President.

No. 251.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Loring Keys [illegible] to be insured, lost or not lost, Ten Thousand Dollars on Oil & Bone on board Ship "Radiator") as valued in the margin, At & from Honolulu" November 7th 1856. to & to New Bedford

Sum insured, $ 10,000

payable to Loring Keys

VALUATION.
Sperm Oil, 140
Whale Oil, 80
Whale Bone, 65

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Oil & Bone. November 7th 1856. at noon.

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, ~~if she shall so return before~~

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said (Oil & Bone) or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said (Oil & Bone) or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. ~~if the risk ends within~~ and ~~pro rata for a longer time~~, until

Prem....$ 200
Policy..... 1
$ 201.

the arrival at New Bedford

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Oil & Bone aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said (Oil & Bone) whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the [illegible] day of [illegible] one thousand eight hundred and fifty [illegible]

John A Havens Secretary. President.

No. 242

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Fish, Robinson & Co. for account of whom it may concern, ℔ p[olicy] of ann[ual]

Sum insured, $ 10.000 — Payable 6. Fish, Robinson & Co

to be insured, lost or not lost, Ten thousand dollars on Oil on board Ship "Pampero" as valued in the margin. At & from Honolulu, S.I. for & at Newyork November 1st 1856 —

VALUATION.
Sperm Oil, 140
Whale Oil, 80
Whale Bone, 65

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Oil November 1st 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Oil or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Oil or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Ten per cent. if the risk ends within and pro rata for a longer time, until the arrival at the Port of discharge

Prem....$ 300
Policy.....
$ 2911

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Oil aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Oil whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Thirtieth day of December one thousand eight hundred and fifty six

John G Stanwood Secretary. President.

No. 243

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause [illegible]

Sum insured, $ 600

any payable to Fish Robinson & Co.

to be insured, lost or not lost, Sixty five hundred dollars on Bone on board Ship

John Gilpin. At & from Honolulu for New Bedford

Nov 16 1850

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone, 15

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Bone November 16 1850 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, ~~if she shall so return before~~

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Bone or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, Their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Bone or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, Their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Ten per cent. ~~if the risk ends within~~ and ~~pro rata for a longer time~~, until the arrive at the Port of discharge

Prem....$ 10
Policy.....
$ 10

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Bone aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Bone whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the [illegible] day of [illegible] one thousand eight hundred and fifty [illegible]

John Adams Secretary. President.

No. 254

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Benjamin F. Tabor

to be insured, lost or not lost, One hundred dollars on Catchings on board Ship Honda as valued in the margin, At & from Home Calm. Novemb 8 1856

Sum insured, $ 100)

VALUATION.
Sperm Oil, 110
Whale Oil, 80
Whale Bone, 65

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings Novemb 8 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before October 11, 1858 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One and pro rata for a longer time, until

Prem....$ 10
Policy..... 1
$ 11.

October 11, 1858 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the [illegible] day of [illegible] one thousand eight hundred and fifty

John C Warren Secretary. President.

No. 2[illegible]

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause E. Swain for account of [illegible] as it may appear [illegible],

Sum insured, $ 4100

payable to E. Swain

to be insured, lost or not lost,

Forty one hundred dollars on Bone on board Ships Crystal Palace. as valued in the margin. At & from Honolulu or Lahaina Oct. 2d 1856 for the Next depa

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone, 45

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Prom. October 2d 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she ~~shall so return before~~

Vessel valued, including Premium, $

OUTFITS $

Prem....$ 32
Policy..... 1
$ 33.

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of per cent. ~~if the risk ends within~~ and pro rata for a ~~longer time~~, until

her arrival at her Port of discharge.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Bone aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war: but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the [illegible] day of [illegible] one thousand eight hundred and fifty [illegible]

John C. Howes Secretary. President.

No. 256

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Jenney & Tripp for account of whom it may concern, loss if any,

Sum insured, $ 1,575

payable to Jenney & Tripp

to be insured, lost or not lost,

Fourteen hundred & seventy five dollars on Catchings on board Ship "Hudson", as valued in the margin, from Honolulu November 2nd 1856

VALUATION.
Sperm Oil,
Whale Oil. 45
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings November 2. 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

November 26th 1859 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One year and pro rata for a longer time, until

Prem....$ 13.75
Policy.....

November 26th 1856 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

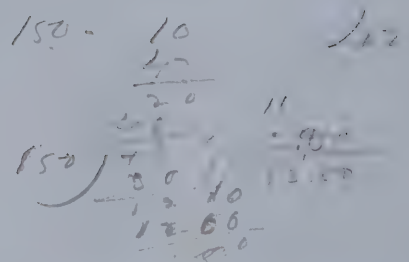
The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the 1st day of April one thousand eight hundred and fifty six

John G Wames Secretary. President.



No. 254

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

John C. Hawkins

Sum insured, $ 500

to be insured, lost or not lost, Five hundred dollars on Catchings on board Ship Henry Kneland as valued in the margin At & from Honolulu November 1. 1854

VALUATION.
Sperm Oil, 1.30
Whale Oil, 75
Whale Bone, 65

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings November 1854 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 4. 1858 at noon

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of five per cent. if the risk ends within six months, and pro rata for a longer time, until

Prem.... $ 10
Policy.... 1
$ 11.

September 4. 1858 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings, whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Thirteenth day of January one thousand eight hundred and fifty 11

John A. Graves Secretary. President.

No. 255

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 600

John Hopkins

to be insured, lost or not lost, Six hundred dollars on Ship Jahmins & Outfits proportionally on each as valued in the margin. At 1 pm

VALUATION.
Sperm Oil,
Whale Oil.
Whale Bone,

Fayal. September 3rd 1856

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits September 3rd 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium, $ 14.000

August 5th 1860 at noon

OUTFITS $ 2,100

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said vessel & or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said vessel & or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within two years and pro rata for a longer time, until

Prem.... $ 119.
Policy..... 1
$ 119.

August 5th 1860 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the vessel & aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said vessel & whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days: and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Thirteenth day of January one thousand eight hundred and fifty [illegible].

John C Hawes Secretary. President.

New Bedford May 6 1857.

For value received, I hereby transfer, assign and set over to Chas. F. Bonney, all my right title and interest in and to the British Policy of which the within is a

John Hopkins

No.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,

$

to be insured, lost or not lost,

VALUATION.

Sperm Oil,

Whale Oil,

Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium,

$

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of per cent. if the risk ends within and pro rata for a longer time, until

Prem....$

Policy.....

$

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the day of one thousand eight hundred and fifty

Secretary. President.

No. 259

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

E. R. Almy for account of Ansel Tripp. Loss if any payable to E. R. Almy.

Sum insured, $ 1700.

to be insured, lost or not lost,

Seventeen hundred dollars on Catchings on board Bark "Ossack," as valued in the margin. At and from "Honolulu" November 4th 1836,

VALUATION.
Sperm Oil, 130
Whale Oil, 80
Whale Bone, 65

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said (Catchings) November 4th 1836 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August 1. 1836 at noon

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said (Catchings) or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said (Catchings) or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Three per cent. if the risk ends within four months and pro rata for a longer time, until

Prem....$ 34.
Policy..... 1
$ 35.

August 1. 1836 at noon

4.50
2.52
37.35
6.83

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the (Catchings) aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said (Catchings) whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the twenty second day of [illegible] one thousand eight hundred and fifty [illegible]

[illegible] Secretary. President.

No. 260

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Tilt & Jenney for account of whom it may concern Ops of any Port

Sum insured, $ 10.000

to. Tilt & Jenney.

to be insured, lost or not lost. For Standard Oil Casks or Oil or Casks Ship Abraham (Barker, Owing Catchings of Ship from Queen). as valued in the margin. At 4 pm Honolulu December 3rd 1856 for 6 to Months (4 yrs.)

VALUATION.
Sperm Oil,
Whale Oil, 75
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Oil (December 3rd 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Oil or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Oil or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within five months and pro rata for a longer time, until

Prem. . . . $ 200
Policy. 1
$ 201.

five amount at New Bedford

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Oil aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Oil whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Ninth day of January one thousand eight hundred and fifty four

John R. Hawes Secretary. President.

No. 211

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Pibbs & Jenney for account of whom it may concern to for any payable

Sum insured, $ 6,000 ( )

to Pibbs & Jenney

to be insured, lost or not lost, Six Thousand dollars on Bone in board ship Prudence (being Catchings of Ship Athelene Pibbs, as valued in the margin, At from Honolulu November 19. 1856 for & to Fairhaven

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone, 65,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Bone November 3. 56 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, ~~if she shall so return before.~~

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Bone or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Bone or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Ten per cent. if the risk ends within Five months and pro rata for a longer time, until

Prem....$ 120
Policy..... 1
$ 121.

Arrived at Fairhaven

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Bone aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Bone whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Thirty ninth day of January one thousand eight hundred and fifty seven

Wm. A. Hawes Secretary. President.

5.

120.

150. 12. 120
12
300
150
150

No. 262

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured.
$ 100. 5

William S. Mackie.

to be insured, lost or not lost,

Uncas as valued in the margin, At and from Honolulu 25

September 25. 1836.

VALUATION.
Sperm Oil. 120
Whale Oil. 80
Whale Bone, 60

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

September 25. 1836 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

October 16. 1836 at noon

Vessel valued, including Premium,
$

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Ore or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Ore or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within five months and pro rata for a longer time, until

Prem....$ 12
Policy.....
$ 12.

October 16. 1838 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Ore aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Ore whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

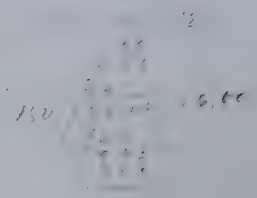
The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the day of one thousand eight hundred and fifty

John A. Shaw Secretary. President.



No. 262.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION, and the BY-LAWS of said Company, cause I. R. Whitcher for ... of Fairhaven and ... Co. of ...

Sum Insured, $ 10.000 — payable to I. R. Whitcher

to be insured, lost or not lost, Ten Thousand dollars on Oil on board ship Captain ... (being (Catching) ... Light) as valued on the margin. At & from Hilo. November 21. 1836. for & to New Bedford.

VALUATION.
Sperm Oil.
Whale Oil.
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Oil. November 21. 1836 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she ~~shall so return before~~

Vessel valued, including Premium, $

Outfits $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Oil or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Oil or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Ten per cent. if the risk ends within five months and pro rata for a longer time, until

Prem....$ 917
Policy.... 1
$ 918

Ten annual at New Bedford

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Oil aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Oil whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty fourth day of January one thousand eight hundred and fifty seven

John Williams Secretary. President.

No. 914

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

F. R. Whitwell

Sum insured. $ Five [illegible] 5

to be insured, lost or not lost, Five Thousand [illegible] Ship [illegible] Arab, as valued in the margin, At & from Honolulu S. I. December. 6. 1856

VALUATION.
Sperm Oil.
Whale Oil. 50 —
Whale Bone. 70 —

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings December. 6. 1856 at noon as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before December. 9. 1857 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said [illegible] or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, [illegible] factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said [illegible] or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, [illegible] executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of [illegible] per cent. if the risk ends within [illegible] and pro rata for a longer time, until

Prem.... $ 100
Policy..... 1
$ 101.

(December 9. 1857) at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the [illegible] aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the [illegible] day of [illegible] one thousand eight hundred and fifty [illegible]

John A Hanes Secretary. President.

No. 265

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured. $ 1000)

F. R. Whitwell

to be insured, lost or not lost, One thousand dollars on (Catchings) on board Ship Albion as valued in the margin. At & from Lahaina November 3d 1856.

VALUATION.
Sperm Oil,
Whale Oil. , 10 ,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said (Catchings) November 3. 1856 at noon as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before November 8th 1858 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said (Catchings) or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said (Catchings) or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of five per cent. if the risk ends within five months and pro rata for a longer time, until

Prem....$ 20
Policy..... 1
$ 21)

November 8th 1858 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the (Catchings) aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said (Catchings) whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Nineteenth day of January one thousand eight hundred and fifty five

John A Hance Secretary. President.

No. 266

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

F. R. Mitwell

Sum insured.
$ 5000)

to be insured, lost or not lost, Five Thousand dollars on Catchings on board

Honolulu (November 25th 1856.

VALUATION.
Sperm Oil, 120
Whale Oil, 80
Whale Bone, 2000

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings November 25th 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

October 18th 1858 at noon

Vessel valued, including Premium,
$

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said) or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of per cent. if the risk ends within and pro rata for a longer time, until

Prem.... $ 100
Policy.... 1
$ 101
2
103

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the) aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Fourteenth day of January one thousand eight hundred and fifty four.

Wm. A. Howes Secretary. President.

No. 264

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause William Wing for account. (whom it may concern) to be insured,

Sum insured,
$ 2,719

to be insured, lost or not lost, Twenty seven hundred and nineteen dollars. on Oil on board ship. John Pilspin. (being (2/3 ship of Ship Hanson.) as regulated in the margin. At & from Honolulu December 2d 1856. for. to. New Bedford

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Oil. December 2d 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, ~~if she shall so return before~~

Vessel valued, including Premium,
$

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Oil & / or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, / factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Oil & / or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Four per cent. ~~if the risk ends within~~ and ~~pro rata for a longer time~~, until the arrival at the Port of discharge.

Prem.... $ 54.30
Policy....
$ 55.30

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Oil aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Oil whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Front Smith day of January one thousand eight hundred and fifty Four

John G Hanson Secretary. President.

No. 268

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Jenney S. Bisbee for account [illegible] & my (American ship) Jenny

Sum insured, $ 27/100 payable to. Jenney S. Bisbee

to be insured, lost or not lost, Twenty seven hundred dollars, on Catchings on board Bark Bolga, as valued in the margin At & from Sakaina, November 15th 1856.

VALUATION.
Sperm Oil.
Whale Oil. 50.
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said (Catchings) November 15th 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before August. 18th 1859 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said (Catchings) or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said (Catchings) or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within one year and pro rata for a longer time, until August 18th 1859 at noon

Prem....$ 135.
Policy..... 1
$ 136.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the (Cat Things) aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said (Catchings) whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

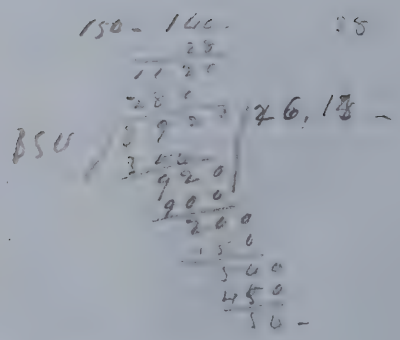
The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the [illegible] day of [illegible] one thousand eight hundred and fifty [illegible].

John A. Hawes Secretary. President.



No. 269

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause David B. Kempton for account of whom it may concern

Sum insured, $ 7,000 for account of whom it may concern

to be insured, lost or not lost,

Seven thousand dollars on Oil on board Ship

Wm Rotch Whg Co of New Bedford master at sea

At & from Honolulu December 5th 1856

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Oil (Dec 5th 1856 at noon)

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, ~~if she shall so return before~~

VALUATION.
Sperm Oil,
Whale Oil, 80
Whale Bone, 1 0

Vessel valued, including Premium, $

OUTFITS $

Prem.... $ 140
Policy...

$ 141
2613
1672 3

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Oil or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Oil or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within four months and pro rata for a longer time, until

Two annual at New Bedford

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Oil aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Oil whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

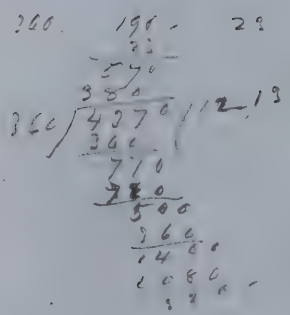
The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Thirtieth day of January one thousand eight hundred and fifty Seven

John E Howes Secretary. President.



No. 270

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Mord Tyce for account of whom it may concern

Sum insured, $ 3800

Mord Tyce

to be insured, lost or not lost, Thirty eight hundred dollars on Catchings in the Ship Mount Wollaston as valued in the margin, At & from Pernambuco

VALUATION.
Sperm Oil, 1,30
Whale Oil, 1,70
Whale Bone,

N.B. July 20. 1856.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings July 20. 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before December 21. 1857 at noon

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within Eleven months and pro rata for a longer time, ~~until~~ to return for time not used if this risk ends within 60 days by mutuality Inv & on Duty Fe case

Prem.... $ 190
Policy.... 1
$ 191.
12 13
178-87

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

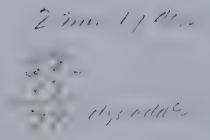
The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

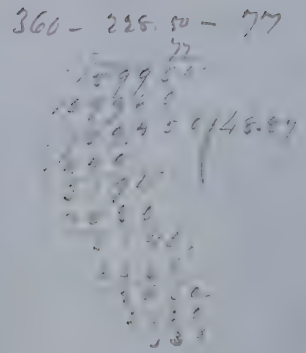
This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Thirtieth day of June one thousand eight hundred and fifty six

John G Hawes Secretary. President.





No. 27

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Reuben Fish for account of himself $2630 for account of Mess[rs] [illegible] $1450 Reuben Fish

Sum insured, $ 4570-

to be insured, lost or not lost, Forty five hundred & Seventy dollars on Catchings in Ship [illegible]

December 1st 1856.

VALUATION.
Sperm Oil, 130
Whale Oil, 75
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said (Catchings) [illegible]

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 21. 1858 at noon

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said (Catchings) or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said (Catchings) or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of five per cent. if the risk ends within [illegible] and pro rata for a longer time, until

Prem.... $ 138.75
Policy... 1
$ 4571-
2.6.50
11.00
4.50
2.75.25

September 21. 1858 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the (Catchings) aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said [illegible] whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the [illegible] day of January one thousand eight hundred and fifty [illegible]

[illegible] Secretary. President.

No. 242.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 400

R. W. Dexter.

to be insured, lost or not lost, Four hundred dollars on Catchings on board Ship "Pacific" as valued in the margin, At & from Honolulu, Dec. 8th 1857

VALUATION.
Sperm Oil.
Whale Oil.
Whale Bone.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings December 8th 1857 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 21. 1858 at noon

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One year and pro rata for a longer time, until

Prem.... $ 21
Policy....
$ 21

September 21. 1858 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Thirtieth day of January one thousand eight hundred and fifty seven

John C. Hawes Secretary. President.

No. 243

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

James Tripp,

Sum insured, $ 1000

to be insured, lost or not lost, One thousand dollars on Catchings on board

the ship [illegible]

VALUATION.
Sperm Oil, 130 per bbl
Whale Oil,
Whale Bone,

The ship of his Safety, August 25th 1836

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings August 25th 1836 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

June 1. 1838 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One Year and pro rata for a longer time, until

June 1. 1838 at noon

Prem.... $ 50
Policy.....

$ 1
38.19
8.95
1

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the 1st day of June one thousand eight hundred and fifty

John C. Howes, Secretary. President.

No. 274

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 1000 00

Samuel C. Tripp.

to be insured, lost or not lost,

One Thousand dollars on Catchings on board Ship "May Ann" as valued in the margin. At and from "Paita" October 11. 1836.

VALUATION.
Sperm Oil, 1.50 [illegible]
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

(Catchings) October 11. 1836 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 16. 1838 at noon

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said (Catchings) or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said (Catchings) or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of [illegible] per cent. if the risk ends within [illegible] and pro rata for a longer time, until [illegible]

Prem....$ 80 -
Policy..... 1

$ 81

2.60
5.38

80 -
1
81
22
60

unto September 16. 1838 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Ninth day of February one thousand eight hundred and fifty Seven

John A Hamm Secretary. President.

No. 275

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,
$ 3300 00

Wm B. Waterman)

to be insured, lost or not lost, Five Thirds [illegible] Ship [illegible] for
Bark "J. D. Thompson" as valued in the margin, [illegible]
Tombez. December 2d 1836

VALUATION.
Sperm Oil,
Whale Oil, 70 cts
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings. December 2d 1836 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 1st 1839 at noon

Vessel valued, including Premium,
$

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said (Catchings) or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said (Catchings) or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of eight per cent. if the risk ends within two years and pro rata for a longer time, until

Prem....$ 264 00
Policy.....
$ 264 00

September 18th 1839 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the (Catchings) aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said (Catchings) whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Ninth day of October one thousand eight hundred and fifty seven

John D Davis Secretary. President.

No. 26

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH.

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured. $ 400 [illegible]

[illegible]

to be insured, lost or not lost, Four hundred dollars on (Catchings) on board Ship Pacific as valued in the margin. At & from Honolulu (December 8th 1856

VALUATION.
Sperm Oil, 1.50
Whale Oil, 13
Whale Bone, 70

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said (Catchings December 8th 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 2d 1858 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said (Catchings) or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said (Catchings) or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of [illegible] per cent. if the risk ends within [illegible] and pro rata for a longer time, until

Prem....$ 10
Policy.... 1
$ 11
4 57
2 027

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the (Catchings) aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance: provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said (Catchings) whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the [illegible] day of February one thousand eight hundred and fifty seven

John [illegible] Secretary.

President.

No. 277

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause R. L. Barston, for account of $1,375. For account of C. R. Taber, $688 1/2

Sum insured, $ 2063.

any Payable to R. L. Barston,

to be insured, lost or not lost,

Two thousand and Sixty Three dollars on Bark Mary Ann and Outfits proportionally on each as valued in the margin At. I. from Cape de Verdes. Nov. 24. 1856

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark I. Outfits November 24. 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 4th 1860 at noon

Vessel valued, including Premium, $ 11,000

OUTFITS $ 11,000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Three per cent. if the risk ends within One year and pro rata for a longer time, until

Prem.... $ 195.99
Policy.... 1
$ 196.99

September 4th 1860 at noon

Not more Policies than Sum insured.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

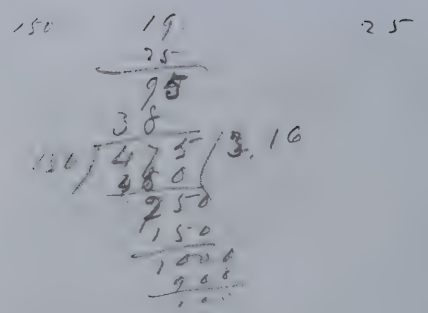
The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Ninth day of February one thousand eight hundred and fifty

John A. Soares Secretary. President.



No. 275

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 9[illegible]

Stephen Gibbs.

to be insured, lost or not lost,

for [illegible] dollars on the vessel Ship [illegible], as [illegible] on the [illegible], at and from [illegible] to Fairhaven [illegible] South to 6th [illegible],

VALUATION.
Sperm Oil.
Whale Oil. 3[illegible]
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Oil December 6th 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, ~~If she shall so return before~~

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Oil or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Oil or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within four months and pro rata for a longer time, until

Prem....$ 19
Policy.... 1
$ 20
3.16
23.16

[illegible]

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Oil aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Oil whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Tenth day of February one thousand eight hundred and fifty Seven

John G Hawes Secretary. President.



No. 274

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 2000 . 3

L. Meigs . for account of E. Handy. $1500 . for account of Cannon 500.

Ps if any payable to. L. Meigs

to be insured, lost or not lost,

Two Thousand dollars on Catchings on board Bark Massasoit, as valued in the margin, At from whence she sail'd in Safety October 20. 1856

VALUATION.
Sperm Oil. 1.30
Whale Oil.
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings October 20. 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

April. 11. 1858 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five dollars per cent. if the risk ends within One Year and pro rata for a longer time, until

Prem....$ 111
Policy...

$ 111

April 11. 1858 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Fourteenth day of February one thousand eight hundred and fifty four

John A Hawes Secretary. President.

No. 250

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 2000 [illegible]

Ship Wolga, of New London, U.S. Navy, and Stores, [illegible] for part thereof

to be insured, lost or not lost,

Two Thousand dollars on Catchings on board Ship Wolga. as valued in the margin, At and from, Honolulu. November 12. 1856.

VALUATION.
Sperm Oil. 1.30
Whale Oil. .75
Whale Bone, 70.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings. November. 12. 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August. 18th 1859 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One year and pro rata for a longer time, until

Prem....$ 100
Policy 1
$ 101.

August. 18th 1859 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

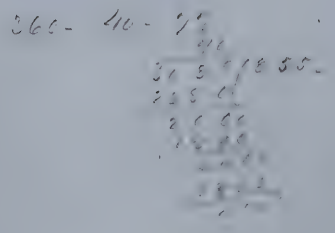
Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the [illegible] day of [illegible] one thousand eight hundred and fifty [illegible]

John C Warren Secretary.

President.





No. 251

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured. $ 300 (—)

Samuel B. Hamblin

to be insured, lost or not lost,

Eight hundred dollars on Catchings on board Ship "Pacific" as valued in the margin. At and from Honolulu. December 8th 1856.

VALUATION.
Sperm Oil, 1.30
Whale Oil, .75
Whale Bone, .11

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said (Catchings) December 8 1856 at noon as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium, $

September 21. 1858 at noon

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One year and pro rata for a longer time, until

Prem....$ 16 (—)
Policy... 1
$ 21 (—)

September 21. 1858 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the 4th day of February one thousand eight hundred and fifty five

John A Hawes Secretary. President.

No. 242

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Albert Dawin

Sum insured. $ 500 — 0

to be insured, lost or not lost,

Five hundred dollars on (Catchings) on board Bark "Lemuel" now at the Island of Hogs for Parts

December 15th 1856.

VALUATION.
Sperm Oil. 1.35
Whale Oil. 30
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said (Catchings) December 15th 1856 at noon as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

May 21. 1858 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said (Catchings) or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said (Catchings) or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within five months and pro rata for a longer time, until

Prem....$ 10 —
Policy... 1
$ 11

May 21. 1858 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the (Catchings) aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said (Catchings) whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Fourteenth day of February one thousand eight hundred and fifty-six

John A Hawes Secretary. President.

No. 33

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause [illegible]

Sum insured, $ 21000 $

[illegible] up if any payable [illegible]

to be insured, lost or not lost,

Ten Thousand dollars on (Catchings) on board Ship "Atkins Adams" as valued in the margin, At & from Atkins Landing to the Ocean of no Safety. January 12th 1857.

VALUATION.
Sperm Oil, 1,30 Tuns
Whale Oil, 100 " "
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said (Catchings) January 12. 57 at noon as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before December 9th 58 at noon

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said (Catchings) or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said (Catchings) or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One Year and pro rata for a longer time, until December 9th 1858 at noon

Prem.... $ 1000
Policy...
$ 1010

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the (Catchings) aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said (Catchings) whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the twenty eighth day of February one thousand eight hundred and fifty seven

John Nevins Secretary. President.

No. 284

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause E. Sawin for account of whom it may concern, to be insured,

Sum insured, $ 10400

payable to E. Sawin

to be insured, lost or not lost,

Ten Thousand four hundred dollars on the Ship "E. F. Mason", as valued in the margin, At & from Honolulu to a December 20 1856. for & to New Bedford

VALUATION.
Sperm Oil. 1.39
Whale Oil. 75
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said vessel December 20 1856 at noon as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, ~~if she shall so return before~~

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within five months and pro rata for a longer time, until her arrival at the port of discharge

Prem....$ 205
Policy....
$ 205

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the 24th day of December one thousand eight hundred and fifty six.

John R Hawes Secretary. President.

No. 255

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Fish. Johnson & Co. for account of whom it may concern

Sum insured. $ 450) lgs of any payable to. Fish. Johnson & Co

to be insured, lost or not lost,) Fourteen hundred and fifty dollars on Freight a

VALUATION. Sperm Oil. Whale Oil. Whale Bone, to Port Royal Nfld. for Port Caine Me. Mar. 1851

$ 6 Cardenas Cuba

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Freight. March 5th 1851 at noon

as aforesaid, and to continue during the voyage aforesaid, ~~until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before~~

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Freight or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Freight or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Two per cent. ~~if the risk ends within~~ and ~~pro rata for a longer time~~, until

Prem....$ 29 00
Policy..... 1 00
$ 30 00

Our amount at Cardenas

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Freight aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Freight whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Second day of March one thousand eight hundred and fifty One

John A. Howes Secretary. President.

No. 11.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Fish Robinson & Co. for account of Thomas. N. Mellenin. & Co.

Sum insured, $ 1500

any Payable to. Fish Robinson & Co.

to be insured, lost or not lost,

Fifteen hundred dollars on Catchings on board Ship Hindoo, as mentioned in the margin — At & from Honolulu November 26th 1856.

VALUATION.
Sperm Oil,
Whale Oil. 3/4 in
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings November 26. 1856. at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

October 11. 1858. at noon

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of [illegible] per cent. if the risk ends within [illegible] and pro rata for a longer time, until

Prem.... $ 120
Policy..... 1
$ 121

October 11. 1858. at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said [illegible] whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Tenth day of March one thousand eight hundred and fifty seven

John A. Hawes Secretary. President.

No.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,

$

to be insured, lost or not lost,

Valuation.

Sperm Oil,

Whale Oil,

Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium,

$

Outfits $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of per cent. if the risk ends within and pro rata for a longer time, until

Prem....$

Policy...

$

And it is hereby agreed, that if the insured shall have made any other insurance upon the aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the day of one thousand eight hundred and fifty

Secretary. President.

No. 28

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 1750

Jenny S. Fish for account of whom it may concern
Sch[r] of any Description. Jenny S. Fisher

to be insured, lost or not lost,

Seventeen hundred & fifty dollars on Provisions
on board. Ship "Harriet S. Jessie", as valued in the margin
at & from Boston. March. 23[d] 1857.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Provisions March 23. 1857 at Boston

as aforesaid, and to continue during the voyage aforesaid, ~~until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before~~

Provisions
~~Vessel~~ valued, including Premium, $ 1750 00

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Provisions or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Provisions or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Ten per cent. ~~if the risk ends within and pro rata for a longer time~~, until

Prem....$ 35 00
Policy.....

$ 36 00

In amine at Honolulu

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Provisions aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Provisions whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the twenty fourth day of March one thousand eight hundred and fifty Seven

John A Hawes Secretary. President.

No. 29.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Josh. Robinson & Co for account of whom it may concern to the amt of Three Thousand Dollars on the Ship Josh. Robinson & Co

Sum insured, $ 3500

to be insured, lost or not lost, (Three eight hundred dollars on Ship or Vessel called the Toronto, (being Catchings of Ship Fishing) at and from the Straits of Magellan. At & from Talcahuano. Feby 11. 1857. for & on Fairhaven

VALUATION.
Sperm Oil. 1,50 p gallon
Whale Oil. 75 " "
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Ship Feby. 11. 1857 at noon

as aforesaid, and to continue during the voyage aforesaid, ~~until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before~~

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Ship or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Ship or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of One per cent. if the risk ends within five months, and pro rata for a longer time, until

Prem....$ 16
Policy..... 1
$ 17

for account of whom it may concern,

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Ship aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Ship whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

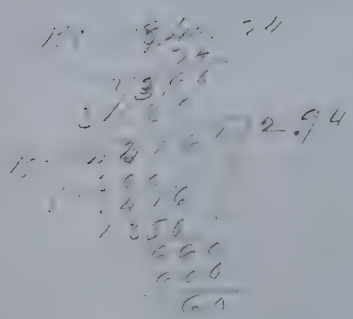
The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Thirtieth day of March one thousand eight hundred and fifty seven

John A Hawes Secretary. President.



No. 290

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Gibbs & Denny for account of whom it may concern (if any payable to Gibbs & Denny)

Sum insured, $ 2[illegible]

to be insured, lost or not lost, Nine hundred & Twenty dollars on Oil on board Ship

Valuation. Clean. as viewed in the margin, At and from Honolulu

Sperm Oil, January 27. 1857. for and to Barren Pt.

Whale Oil,

Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Oil. January 27. 1857 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium, $

Outfits $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Oil or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Oil or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured. Their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Two per cent. if the risk ends within Four months and pro rata for a longer time, until

Prem....$ 18.40

Policy.... 1

$ 19.40

For amount at Barren Pt

And it is hereby agreed, that if the insured shall have made any other insurance upon the Oil aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Oil whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Thirtieth day of March one thousand eight hundred and fifty [illegible]

Secretary. President.



No. 241

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

John C. Hastings.

Sum insured. $ 350.87

to be insured, lost or not lost, (Three Hundred and fifty dollars on Catchings)

on board Ship. Henry Kneeland as valued in the margin,

At & from Honolulu November 28th 1856,

VALUATION.
Sperm Oil, 1.50 per gal.
Whale Oil, 75 "
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings November 26 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 4th 1858 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of five per cent. if the risk ends within five months and pro rata for a longer time, until

Prem....$ 7.
Policy..... 1
$ 8

September 4th 1858 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Thirtieth day of March one thousand eight hundred and fifty Nine.

John C Hastings Secretary. President.

No. 292

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 300

Isaac D. Norton

to be insured, lost or not lost,

Eight hundred dollars on Catchings on board Bark Rodman as valued in the margin. At & from wherever she may go in Safety. September 20. 1856.

VALUATION.
Sperm Oil. 1.35
Whale Oil, .72
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings September 20. 1856 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 10. 1859 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within One year and pro rata for a longer time, until

Prem....$ 44.5
Policy 1
$ 45
25.: 1
95.: 1

September 10. 1859 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

2.:
2.:
0. 7. 12
5. 9. 16
9. 1

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

1722
15366 / 25.57
2440
3968
3600
720

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Tenth day of May one thousand eight hundred and fifty seven

John A Hawes Secretary.

President.

No. 295

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured. $ 1200

Elnathan E. Delano

to be insured, lost or not lost,

Twelve hundred dollars on Ship Brewster & Outfits

for Sationarily or each as valued in the margin. At & from May 12th 1860

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits. May 12th 1860 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

May 12. 1861. at noon

Vessel valued, including Premium, $ 12000

OUTFITS $ 1400

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of One per cent. if the risk ends within Two years and pro rata for a longer time, until

Prem.... $ 115.
Policy... 1
$ 109.

May 12. 1861. at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Thirteenth day of May one thousand eight hundred and fifty Seven

John A Soares Secretary.

President.

No. 294

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 2,500 (-5)

VALUATION.
Sperm Oil. 1.75
Whale Oil. .50
Whale Bone,

U S J D Watkins for account of whom it may concern Officers & crew
(5% of any payable to U S J D Watkins.
to be insured, lost or not lost,

Twenty five hundred dollars on ai on board Ship
Uncas. as valued in the margin. At and from Talcahuano. for & To
New Bedford. March 20. 1857.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ore. March 20. 1857. at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, ~~if she shall so return before~~

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Ore or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Ore or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within five months and pro rata for a longer time, until

Prem....$ 30 (-)
Policy..... 1
$ 31 (-)

her arrival at New Bedford

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Ore aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Ore whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Nineteenth day of March one thousand eight hundred and fifty seven

John A Soares Secretary. President.

No. 295

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 1100

Fish Robinson & Co for account of whom it may concern

Copy if any payable to Fish Robinson & Co

to be insured, lost or not lost,

Eleven hundred dollars on Provisions on board

Ship "Fortuna" Mr from Boston. May 15. for Honolulu S.I.

VALUATION.

~~Sperm Oil,~~

~~Whale Oil,~~

~~Whale Bone,~~

20 Bbls Beef
15 " Pork
10 " Flour
1 Chest
270 lbs Bread

} Mastd. Honda.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Provisions May 15. Boy at noon

as aforesaid, and to continue during the voyage aforesaid, ~~until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before~~

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Provisions or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Provisions or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Two per cent. ~~if the risk ends within~~ and ~~pro rata for a longer time, until~~

Prem.... $ 22
Policy.... 1
$ 23.

the arrival at Honolulu

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Provisions aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Provisions whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Fourteenth day of May one thousand eight hundred and fifty Two

John A Hawes Secretary.

President.

No. 296

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause E. R. Hoxy for account of whom it may concern to be insured

Sum insured, $ 300 [illegible]

E. R. Hoxy

to be insured, lost or not lost, Three hundred dollars on Catchings on board Bk Ship John Oggershaw as valued in the margin, At & from Lahaina. March 24th 1857

VALUATION.
Sperm Oil, 30
Whale Oil, 40
Whale Bone, 40

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings March 24th 1857 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before July 17. 1859. at noon

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One year and pro rata for a longer time, until July 17. 1859 at noon

Prem.... $ 15
Policy... 1
$ 16

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the 24th day of March one thousand eight hundred and fifty seven

John G. Rivers Secretary.

President.

No. 294

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 5400 00

E. Sawin for account of whom it may concern loss if any payable to E. Sawin

to be insured, lost or not lost, Fifty four hundred dollars on Oil on board Ship "Uncas" as valued in the margin, At & from Talcahuano March. 25th 1854. for & to New Bedford.

VALUATION.
Sperm Oil, 125.
Whale Oil, 70
Whale Bone.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Oil. March. 25th 1854. at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, ~~if she shall so return before~~

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Oil or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Oil or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within Five months and pro rata for a longer time, until

Prem....$ 118.
Policy ... 1
$ 109

Her arrival at New Bedford

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Oil aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Oil whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days: and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured: and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Ninth day of June one thousand eight hundred and fifty Seven

John A. Hawes Secretary. President.

No. 205

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 400.

~~Brig Hawaii~~ Charles W Barker.

to be insured, lost or not lost,

Four hundred dollars on Brig "Hopeton" and Outfits proportionally on each as valued in the margin. At and from Sisipican. June, 16th 1861

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Brig & Outfits. June 16th 1861 (at noon)

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

June 16th 1861 at noon

Vessel valued, including Premium, $ 2000

Outfits $ 2000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five Dollars per cent. if the risk ends within One Year and pro rata for a longer time, until

Prem....$ 22 c
Policy.... 1
$ 22

June 16th 1861 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the twelfth day of June one thousand eight hundred and fifty [illegible]

John [illegible] Secretary.

President.

No. 299

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause David B. Kimpton, for account of whom it may concern

Sum insured, $ 5000

to be insured, lost or not lost, Up if any payable to David B. Kimpton

Three Thousand Dollars on Bone on board Bark Dolphin as valued in the margin. At & from Somes Pt. to Barren, R.I. March 31st 1857

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone, 20

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Bone March 31. 1857 – at noon

as aforesaid, and to continue during the voyage aforesaid, ~~until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before~~

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Bone or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Bone or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of five per cent. if the risk ends within five months and pro rata for a longer time, until

Prem.... $ 60
Policy....

$ 61.

Ten arrival at Barren

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Bone aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Bone whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty fifth day of June one thousand eight hundred and fifty four

Secretary. President.

No. 300

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 332.50

Frederick Slocum

to be insured, lost or not lost,

Five hundred & Sixty two dollars on Catchings on board Ship Christopher Mitchell as valued on the margin At & from Grand River April 2. 1860

VALUATION.
Sperm Oil,
Whale Oil, 50
Whale Bone, 60

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings April 2. 1860 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August 16th 1860 at noon

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Ten days and pro rata for a longer time, until

Prem....$ 42 56
Policy..... 1
$ 43.56
23.06
5.00

August 16th 1860 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the twenty fifth day of June one thousand eight hundred and fifty seven

John G. Hawes Secretary. President.

Copy

To the President and
Directors of the Fairhaven Mutual Ma
rine Insurance Company—

Gentlemen—

In case of Loss on Barks "Creole" and out-
fits insured by your Company as per
Policy No 301 dated July 6th 1857— You will
please Pay to G. V. Whitwell or his order
Four thousand dollars ($4000) with in-
terest from 1st Feb 2nd 1861 for value rece-
ived— and oblige Yours &c

Signed Jonas Griffin

Fairhaven Jany 2nd 1861—

No. 301

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 10.000 [illegible]

Jonney V. Fitts for account of whom it may concern

to be insured, lost or not lost,

Ten thousand dollars on Bark Rose & Buffler

Imprisonment in each as named in the margin. At & from

Fairhaven. July 6th 1857.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark V. Outfits July 6th 57 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

July 6th 1861. at noon

Vessel valued, including Premium, $ 25.000

Outfits $ 28.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two years and pro rata for a longer time, until

July 6th 1861. at noon

Prem.... $ 500
Policy..... 1

$ 507.
Sept 1861

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the 6th day of July one thousand eight hundred and fifty seven

Secretary. President.

No.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,
$ 5.76

Ships Nancy — on her said Stem from H.

to be insured, lost or not lost,

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium,
$

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of per cent. if the risk ends within and pro rata for a longer time, until

OUTFITS $

Prem....$
Policy....

$

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the day of one thousand eight hundred and fifty

Secretary. President.

No. 303.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 800

David B. Kempton

to be insured, lost or not lost,

Eight hundred dollars on Merchandize on board Bark Fortuna, as valued in the margin, at & from Honolulu Boston May 15th for & to Honolulu. S.I.

VALUATION.
Sperm Oil.
Whale Oil.
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Merchandize May 15th 185 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Bark
Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Merchandize or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Merchandize or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. ~~if the risk ends within longer time, and pro rata for a~~ until

Prem....$ 16
Policy..... 1
$ 17

Then arrival at Honolulu.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Merchandize aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Merchandize whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Fourth day of August one thousand eight hundred and fifty Four.

John A. Howes Secretary. President.

No. 304

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 300 0

Azza Fish. for account of whom it may Joseph Tommack, Jos Tommack & Azza Fish

to be insured, lost or not lost,

Three hundred dollars on Outfit & Merchandize on board Bark Morning Star. At & from New Bedford July 21. 1857

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Outfit &c July 21. 1857 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

July 21. 1861. at noon

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

Vessel valued, including Premium, $ 310.

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Outfit &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Outfit &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Six Months and pro rata for a longer time, until

Prem....$ 24
Policy.....

$ 25, 24 49.

July 21. 1861. at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Outfit &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Outfit &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Sixth day of August one thousand eight hundred and fifty seven

John G. Hawes Secretary. President.

No. 305

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 1100

Rachel S. Taber.

to be insured, lost or not lost,

Eleven hundred dollars on Boat, Harvest & Outfits

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

(pro portionately on each as valued in the margin, At & from Fairhaven. August 8th 1861

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Boat & Outfits August 5th 1861 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August 8th 1861. at noon

Vessel valued, including Premium, $ 16.000

OUTFITS $ 20.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Six years and pro rata for a longer time, until

Prem.... $ 18
Policy..... 1
$ 19
24.94
173.94

August 8th 1861. at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any Insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Eighth day of August one thousand eight hundred and fifty-seven

John A. Hawes Secretary. President.

No. 306.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 2,305

Wm H. Haviland

to be insured, lost or not lost,

Twenty Three hundred & Twenty five dollars on Ship Washington & Outfit; for Performing, as each, as valued on the Margin. At & from New Bedford August 5th 1859.

VALUATION.
Sperm Oil.
Whale Oil.
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits August 5 1859 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August 5th 1861. at noon

Vessel valued, including Premium, $ 14.000

OUTFITS $24.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within First and pro rata for a longer time, until

Prem....$ 190
Policy..... 1
$ 191
164.40
355.40

August 5th 1861. at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

1. 4. 25
57. 8. 5
1. 6. 25

200.
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23
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No. 190 - 623
190
56070
623
11663.70 (164.40
220
463
4320
31.70
2550
2950
2950

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk. Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Fifth day of August one thousand eight hundred and fifty Nine.

Wm C Haviland Secretary. President.

No. 304

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 1100 —

Albert Lawrence

to be insured, lost or not lost,

Eleven hundred dollars on Bark Haidee and Outfits proportionally on each as valued in the margin, At & from Fairhaven August 11. 1859

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark & Outfits. August. 11. 1859 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August 11th 1861.

Vessel valued, including Premium, $ 16000

OUTFITS $ 20.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Six Months and pro rata for a longer time, until

Prem....$ 88
Policy.... 1
$ 89
84.57
14 35 7

August 11th 1861. at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

1.11.2
160
330
3
69 2

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

120.88-092
68
553
55.6
60 9 6 50.5
5760
3296
2858
4160
3600
2160

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Eleventh day of August one thousand eight hundred and fifty One.

John A Hawes Secretary. President.

$ 77.60

Rec'd of the Fairhaven M M Ins Co Seventy nine 60/100
dollars in full for loss on the mch Boat
Sea 70.44
Ins 7.56
77.60

A. Stevens
11

Nov 27/61.

No. 388

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 4,400 00

John Howard for account of whom it may concern Ops if any payable to John Howard

to be insured, lost or not lost,

Forty four hundred dollars on Bark Harvest and Outfits proportionally on each as valued in the margin. At & from Fairhaven August 11th 1857

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark & Outfits. August 11th 1857 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August 11th 1861. at noon

Vessel valued, including Premium, $ 16.000 00

Outfits $ 20.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Four Years. and pro rata for a longer time, until

Prem....$ 352
Policy.... 1
$ 353

August 11th 1861. at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the [illegible] day of August one thousand eight hundred and fifty seven

John A. Hawes Secretary. President.

No. 352 - 6%
352
1384
3460
2076
24156 | 1336
2160
2700
2160
5954
3762
2200
2160
800

Fairhaven Jan'y 26. 1860

$ 29.16
dollars.
Nov. 26. 59

Rec'd of the Fairhaven M. M. Insurance Co. Twenty nine dollars & sixty six cts 16/100 for partial loss on the mitten policy, as "made up" by Wm H. Fish

John Howard

No. 309

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 1100

B. Ewer Jr & Co.

to be insured, lost or not lost,

Eleven hundred dollars on Bark Harriet and Outfits proportionally on each as valued in the margin. At and from Fairhaven August 11 1859

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark & Outfits August 11. 1859 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium, $ 16000

Outfits $ 20000

August 11. 1861. at noon

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured. Their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two years and pro rata for a longer time, until

Prem....$ 88
Policy..... 1
$ 89.
84.57
173.57

August 11. 1859 at noon

309

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days: and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Eleventh day of August one thousand eight hundred and fifty Seven

John A Haven Secretary. President.

Fairhaven Jany 26th 1860

$70.64 Rec'd of the Fairhaven M. M. Ins. Co. Seventy 64/100 dollars for partial loss on the within Policy, as assigned by Wm H. Taylor. Jany 26/59

B. Ewer Sec & Tr

No. 310

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

B. Ewer Jr & Co

Sum insured.
$ 1,100

to be insured, lost or not lost,

Eleven hundred dollars on Bark Hawes and Outfits, proportionally on each as valued in the margin, At & from Fairhaven August 11. 1857

VALUATION.
Sperm Oil.
Whale Oil.
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark & Outfits. August 11. 1857 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August 11. 1861 at noon

Vessel valued, including Premium,
$ 16.000

OUTFITS $ 20.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two years and pro rata for a longer time, until

August 11 1861 at noon

Prem.... $ 88
Policy..... 1
$ 89

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Second day of August one thousand eight hundred and fifty seven

John A Hawes Secretary. President.

Fairhaven Jan'y 26. 1860

$ 70.04 Rec'd of the Fairhaven M. M. Ins. Co. Seventy 04/100 dollars for Partial loss on the within policy as made up by Wm Hayden No. 26/59.

B. Crum Sec'y

No. 311

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

D. Fales Jr

Sum insured, $ 1100.

to be insured, lost or not lost,

Four hundred dollars on Catchings on board Ship Hudson as valued in the margin. At & from wherever she was if in safety. June 7th 1839

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings June 7th 1839 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

November 26th 1839 at noon

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One Year and pro rata for a longer time, until

Prem....$ 0
Policy.... 1

$ 21.
5.22
2.12

November 26th 1839 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance: provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

9. 4. 24
8. 11. 26
4. 28

120-
25
1.12

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the 7th day of June one thousand eight hundred and fifty seven

W. A. Howes Secretary. President.

No. 312

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 1362

E. P. Almy,

to be insured, lost or not lost,

Fifteen hundred and sixty two dollars on Ship Speedwell and Outfits to be severally as each as valued in the margin. At and from Fairhaven August 4th 1859

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits August 24th 1859 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August 24th 1861 at noon

Vessel valued, including Premium, $ 25.000

OUTFITS $ 25.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within One year and pro rata for a longer time, until

Prem....$ 24.06
Policy..... 1.
$ 125.96
41.46
217.42

August 24th 1861 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the second day of August 18 one thousand eight hundred and fifty-nine

John A Hawes Secretary. President.

a/c of the Tarsham Br. Bk. Co. Thirty
hundred & Forty Nine 46/100 dollars in full for the
Spirit Specimens on hand June 1st 61

July 3/61

C. H. Sims

Memorandum

To Loss	1421.03.	
" Int. due	7.10	1428.13
" ~~Balance due~~		
By Cash on a/c.	800.	
" Int on advance	3.67	
" Balance.	624.46	1428.13

No. 2[illegible]

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 1562.16

Benjamin F. Tabor

to be insured, lost or not lost,

[illegible] Ship Spartan & Outfits, [illegible] in the [illegible] August 29th 1861.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

[illegible] August 29th 1861 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium, $ 25,000

August 29th 1861 at noon

OUTFITS $ 25,000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said [illegible] or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said [illegible] or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within One year and pro rata for a longer time, until

Prem....$ 124.96
Policy.....
$ 125.96,
90.59
216.55

August 29th 1861 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the [illegible] aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said [illegible] whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the [illegible] day of [illegible] one thousand eight hundred and fifty [illegible]

[illegible] Secretary. President.

1.5.12.

360.
150
12
522

20.124.96.172
122
2499 2
2499 2
6245 0
5229.12 20.59
6402
4.91
3.66
1912
6402

Copy

Fairhaven 1839

For value rec'd I hereby assign, all my right, title and interest, in, to, or under the within policy to Jennings Griffith & Co Fairhaven

Benjamin F. Lake

Office of the Fairhaven M M Ins Co

The above assignment, assented by the Company

John C Allen Sec'y

J R Whitwell Pres

No. 314

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Edmund Allen for account of whom it may Concern Ps if any payable to Edmund Allen

Sum insured, $10.000

to be insured, lost or not lost,

Ten thousand dollars on the or bound Sch Sarah as valued in the margin. At & from Nantucket for & To New York, September 5th 1857

VALUATION.
Sperm Oil, 1.30
Whale Oil, .80
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

the September 5th 1857 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said the or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said the or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of five eighth p 1 per cent. if the risk ends within and pro rata for a longer time, until

Prem....$ 37.50
Policy.... 1
$ 38.50

the arrival at New York.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the the aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said the whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the 5th day of September one thousand eight hundred and fifty seven

John A Stanwood Secretary. President.

No. 25

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,
$ 1,75 - 5

Marlbro Bradford

to be insured, lost or not lost,

Eighteen hundred and Seventy five dollars on Bark Lagrange and Outfits Interlineable or each as valued in the margin At & from Fairhaven August. 31. 1857

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark & Outfits August 31st 1857 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August 31. 1861 at noon

Vessel valued, including Premium,
$ 14.000

OUTFITS $ 16.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel & Outfits or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel & Outfits or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Four years and pro rata for a longer time, until

Prem....$ 150
Policy.... 1
$ 151.
150
301

August 31. 1861 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel & Outfits aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel & Outfits whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Sixth day of September one thousand eight hundred and fifty five

John A. Hawes Secretary. President.

$1389.09
$1086.93

Fairhaven Dec 2 1861

Rec'd of the Fairhaven M M Ins Co
Dec 2 Thirteen hundred eighty nine 93/100 dollars
in full for loss on the Melvin pkg

C. Bradford Agt

No. 36

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH.

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 1100.-

Harvey Caswell

to be insured, lost or not lost,

Eleven hundred dollars on Bark Harvest and Outfits proportionally on such as valued in the margin

At and from Fairhaven August 18th 1857

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark & Outfits August 18th 1857 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August 18th 1861 at noon

Vessel valued, including Premium, $ 16.000

OUTFITS $ 20.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured. his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within two years, and pro rata for a longer time, until

August 18th 1859 at noon.

Prem....$ 55
Policy.... 1

$ 56.
83.33
172.72

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Eleventh day of September one thousand eight hundred and fifty seven.

John A Frances Secretary. President.

Baltimore, June 31. 1880

$ 76.04 Rec'd of Ch. Faulkner Mm Dr. & Co Twenty 04/100 dollars for
loss on the Mather policy, as made up by Mr Taylor March 26th 1879

S. M. A. Mitchell
by W. R. Whitehill

Please pay Seth A Mitchell the amount due
on Policy No. 316

Ch. J. Attorney Leary
M M M Co.
Jany. 3/80

Henry Cassell

No. 317

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Stephen Gibbs for account of Frederick Swan. Rep of any payable to. Stephen Gibbs

Sum insured, $ 500

to be insured, lost or not lost,

Five hundred dollars on Cut. Ship Speedwell and outfits. for voluntarily as each as valued in the margin At & from. Fairhaven August. 29. 1861

VALUATION.
Sperm Oil.
Whale Oil.
Whale Bone.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits. Aug 29. 1861 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Aug. 29. 1864. at noon

Vessel valued, including Premium, $ 23.0000

OUTFITS $ 23.0000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Six years. and pro rata for a longer time, until

Prem.... $ 40
Policy...

August 29 1861. at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Eleventh day of September one thousand eight hundred and fifty One

John A Tawes Secretary.

President.

Fairhaven June 19. 1861

$381.01

Rec'd of the Fairhaven Bk Mass Co
Three hundred eighty one 01 dollars being
balance due in full for Cap on the within Policy
Mitchell Gibbs

Nov. 70.
2nv. 89
70.89

Cap. 450.98
70.89
380.06
2nv. 95
$381.01

No. 34

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Henry H. Taber

Sum insured, $2812.50

to be insured, lost or not lost,

Twenty eight hundred and Twelve 50/100 dollars.

on Ship Speedwell and outfits proportionally on each as valued in the margin. At & from Fairhaven August. 24. 1857

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & outfits August. 24. 1857 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August. 24 1861. at noon

Vessel valued, including Premium, $ 20.000

Outfits $ 25.000

And it shall be lawful for the said vessel; in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two Years and pro rata for a longer time, until

Prem....$ 225.20
Policy..... 1
$ 226.20
165.05
341.25

August 24th 1861. at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Seventeenth day of September one thousand eight hundred and fifty Seven

John A Hawes Secretary. President.

C/7.

Fairhaven August 2d 1858

I hereby assign all my right title, benefit & interest in & to the within policy to Saml B Hamblin for value received.

Witness H. Jaby
Office of The Fairhaven Mutual Fire Ins Co
August. 2. 1858

The above assignment assented to by the Company,
F R Wilmer Pres

$2549.44

Recd. of the Fairhaven Mut Fire Ins Co —

Twenty five hundred thirty dollars 46/100 for loss under the within policy & Eighteen 98/100 Interest due —

Aug 9th 1861. S B Hamblin

Memorandum.

Amt due. June 24th 1861. 2530.46
45 days. Int. 18.98 2549.44

Cr

Prem. — 391.25
Int. 8.08
Cash. on a/c 1800.
Int. 5.70
Bal — 344.41 2549.44

No. 319

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 4,000

James Tilden

to be insured, lost or not lost,

Four Thousand Dollars on Ship "Arizonia" and Outfits proportionally on each as valued in the margin. At and from New Bedford September 22 1857

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits September 22. 1857 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 22 1861 at noon

Vessel valued, including Premium, $ 17,000

OUTFITS $ 27,000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the said his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within two Years, and pro rata for a longer time, until

Prem....$ 320
Policy....
$ 321

September 22. 1861 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty day of December one thousand eight hundred and fifty seven

Wm. A. Howard Secretary.

President.

Fauchaun Sept 21 1839

$ 1113.10

Rec'd of the Fauchaun M M Co Ten ninety
& forty three dollars for Coin on the mesh pump as
made up by John Tyler July 20/1839 James Tiler

No. 300

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 10.000

[illegible] Henry for account of whom it may concern [illegible] of any Property to Abbs & Kenney

to be insured, lost or not lost,

Ten Thousand Dollars on Ship "Adeline Gibbs" in Outfits for Voyage as per Inventory and Valuation on file and from Fairhaven October 2nd 1857

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits October 2nd 1857 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

October 2nd 1861. at noon

Vessel valued, including Premium, $ 20 000

OUTFITS $ 20 000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two Years, and pro rata for a longer time, until

Prem....$ 200
Policy..... 1

October 2nd 1861 at noon

$ 501
1156.34
12.50

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel or Outfits aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel or Outfits whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

5.20
1.10.
1.2.50
360.
60
15
4.35
1.
10
35.04 4.
2.80
6.40
3.60
48.50
10.22
.50

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the [illegible] day of October one thousand eight hundred and fifty [illegible]

John A Hawes Secretary. President.

No. 201.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

F. P. Whitwell

Sum insured, $ 5000 00

to be insured, lost or not lost,

Five thousand dollars on ship "Elyja Adams"

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

and Outfits, for Certainty on each & valued in the usual form

At & from New Bedford September 30th 1857

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits September 30th 1857 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 30th 1861. at noon.

Vessel valued, including Premium, $ 16,000

Outfits $ 24,000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Ship & Outfits or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel & Outfits or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within One Year and pro rata for a longer time, until

Prem.... $ 400 —
Policy.... 1

$ 401.
321.11
22.11
1

September 30th 1861. at noon.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel & Outfits aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel & Outfits whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

260
210
578
21. 5. 3
7. 7. 20
1. 1. 6

720 - 400 - 578
242
2312 | 22.11
2160
1520
1440
80
220
242

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Second day of October one thousand eight hundred and fifty 1.

John A Hames Secretary.

President.

No. 22

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured. $ 2000

Joseph. Damon.

to be insured, lost or not lost,

VALUATION.
Sperm Oil,
Whale Oil.
Whale Bone,

Ten thousand dollars on Ship Oregon and Outfits proportionally on each as valued in the margin. At & from Fairhaven October 7th 1857.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits. October 7th 1857 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

October 7th 1861. at noon

Vessel valued, including Premium, $ 16.000

OUTFITS $ 16.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel & or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two Years and pro rata for a longer time, until

Prem....$ 160
Policy.... 1
$ 161

October 7th 1861. at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel & aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel & whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

61.5.27.
9 10. 7
7.7.20.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

360
210
20
590

720 - 160 - 590
160
590
944 60 (131.11
220
2240
2160
60
220
800

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Second day of October one thousand eight hundred and fifty six.

John Adams Secretary. President.

No. 223

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 2000.00

George F. Tripp

to be insured, lost or not lost,

Two thousand dollars on Ship Oregon & Outfits

Valuation.
Sperm Oil,
Whale Oil,
Whale Bone,

proportionally on each as valued in the margin, at and from Fairhaven Oct. 7th 1857

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship and Outfits October 7th 1857 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

October 7th 1861. at noon

Vessel valued, including Premium, $ 16.000

Outfits $ 4000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said vessel Ship or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two Years and pro rata for a longer time, until

Prem....$ 160.00
Policy..... 1.00
$ 161.00
131.11
29.89

October 7th 1861. at noon

And it is hereby agreed, that if the insured shall have made any other insurance upon the vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Seventh day of October one thousand eight hundred and fifty Seven

John A Howes Secretary. President.

No. 324.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Joseph Swift For account of L. J. & J. Swift & Company

Sum insured, $ 1000.00

payable to Joseph Swift

to be insured, lost or not lost.

One Thousand dollars on Catchings on board

VALUATION.

Sperm Oil, 1.30 per gall

Whale Oil.

Whale Bone.

Ship "Mary Ann" as valued in the margin, At from "Margarita Bay" July 1st 1857

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings at Sea July 1. 1857 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before September 16th 1858. at noon

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One Year and pro rata for a longer time, until

Prem....$ 50
Policy..... 1
$ 51

September 16th 1858 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the aforesaid Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the seventh day of October one thousand eight hundred and fifty seven

John A. Adams Secretary. President.

No. 1035

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured.
$ 20000 - 5

Wm. Rotch

to be insured, lost or not lost,

Two Thousand Dollars on Ship Oregon and Outfits proportionally on each as valued in the margin. At & from Fairhaven October 7th 1859

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits October 7th 1859 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

October 7th 1861. at noon

Vessel valued, including Premium,
$ 16,000
OUTFITS $ 16,000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two years and pro rata for a longer time, until

Prem.... $ 160
Policy..... 1

$ 161
31.11
2.32

October 7th 1861. at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Fourth day of October one thousand eight hundred and fifty Seven

John G Hawes Secretary. President.

No. 226

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Josiah Holmes 3rd Bro for account of whom it may concern P.P.C. any payable to Josiah Holmes 3rd Bro

Sum insured, $ 2500.00

to be insured, lost or not lost, Twenty five hundred dollars on Oil on board any vessel or vessels, 1st from Hague August 29th 1837 for to any Port in the United States)

VALUATION.
Sperm Oil, $1.30 pr gall
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Oil August 29th 1837 at noon

as aforesaid, and to continue during the voyage aforesaid, ~~until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before~~

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Oil or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Oil or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of One & one quarter per cent. ~~if the risk ends within longer time~~ and pro rata for a longer time, until

Prem.... $ 31.25
Policy..... 1
$ 32.25

her arrival at the Port of discharge in the U. States

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Oil aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Oil whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days: and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war: but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured: and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty day of October one thousand eight hundred and fifty

John Q Haines Secretary. President.

No. 227

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 3000 [illegible]

[illegible] for account of whom it may concern Cash Advances payable to Josiah Holmes Jr & Son

to be insured, lost or not lost,

Three thousand dollars on Bark Osceola Outfits

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

for Provisionally at such valuation as the assured may at any time Abandon Sept 29th 1861

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark Osceola Septem 29th 1861 at noon & month thereafter from hauling to the windward of the Middle Ground Shoal

as aforesaid, and to continue during the voyage aforesaid, until she shall return and ~~anchor North of an East and West line drawn through Palmer's Island Light House~~, if she shall so return before

September 29th 1861 at noon

Vessel valued, including Premium, $ 14000

OUTFITS $ 22,000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within One year and pro rata for a longer time, until

Prem.... $ 840
Policy...

$ 2401
1680
721

September 29. 1861. at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days: and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the [illegible] day of October one thousand eight hundred and fifty [illegible]

J. Sh. C. Hawes Secretary. President.

No. 328

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,
$ 1,000 —

Harvey Tripp

to be insured, lost or not lost,

One Thousand dollars on Ship Oregon and Outfits, proportionally on each as valued in the margin

At and from Fairhaven October 8th 1861

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits October 8th 1861 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

October 8th 1861. at noon.

Vessel valued, including Premium,
$ 16.000

OUTFITS $ 16,000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel, Tackle &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two years and pro rata for a longer time, until

Prem....$ 80
Policy.....

October 8th 1861. at noon

$ 51.
61.40
112.40

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the eighth day of October one thousand eight hundred and fifty-one

John A Hawes
Secretary.

President.

No. 329

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Samuel C. Fish for account of Charles Tobey Esq.

Sum insured, $ 1300 00

any payable to. Samuel C. Fish

to be insured, lost or not lost, Thirteen hundred dollars on Ship Bryon & Outfits

Proportionally on each as valued in the margin At & from Fairhaven October 8th 1861.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Ship & Outfits October 8th 1861 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before October 8th 1861. at noon

Vessel valued, including Premium, $ 18.000

Outfits $ 18.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the said factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured. his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within Six months and pro rata for a longer time, until October 8th 1861 at noon

Prem.... $ 104
Policy..... 1
$ 105.

85.22
190.22

And it is hereby agreed, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

590

104. 590
104
2360
590
3 5 4 0 85.22
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1 6 0

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the 8th day of October one thousand eight hundred and fifty one

John [illegible] Secretary. President.

No. 230

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 1000 00

D. Tabor Jr

to be insured, lost or not lost.

One Thousand dollars on Ship Oregon & Outfits) professionally on such as valued in the margin. At & from Fairhaven October 8th 1857

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits. October 8th 1857 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

October 8th 1861 at noon

Vessel valued, including Premium, $ 16.000

Outfits $ 16.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within One Years and pro rata for a longer time, until

October 8th 1861 at noon

Prem....$ 80
Policy.....
$ 81.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Eighth day of October one thousand eight hundred and fifty seven

John Adams Secretary. I Henry Nye President.

No. 331

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 3000 00

R. L. Barstow

to be insured, lost or not lost.

Three Thousand dollars on Bark Stiles and Outfits

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

proportionally on each as valued in the margin. At & from wherever she may if in safety. August 1st 1854

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark & Outfits August 1st 1854 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium, $ 7,000

OUTFITS $ 7,000

June 30th 1861 at noon

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessels & or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessels & or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five & one half per cent. if the risk ends within One year and pro rata for a longer time, until

Prem....$ 165-
Policy.... 1

$ 166.
10.08
$ 176.08

June 30th 1854 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded: and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage thereby, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the 17th day of October one thousand eight hundred and fifty seven

John A Hawes Secretary. President.

No. 332

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured. $ 1100

James Fish 2d

to be insured, lost or not lost,

One thousand dollars on Ship Oregon &
Outfits) for paid thereby or such a value in the ma
At from Fairhaven October 8th 1861

VALUATION.
Sperm Oil.
Whale Oil.
Whale Bone.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits. October 8th 1861 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

October 8th 1861. at noon

Vessel valued, including Premium, $ 16 000

OUTFITS $ 16.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within One Year and pro rata for a longer time, until

Prem.... $ 30
Policy..... 1
$ 51.
65.46
116,44

October 8th 1861 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the 11th day of October one thousand eight hundred and fifty Seven

John A Hawes Secretary. I F Fay Jr President.

No. 333.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 1000 —

Samuel Tripp

to be insured, lost or not lost,

One thousand dollars on Ship, Man, Ann & Outfits, proportionally on each as valued on the margin. At & from whereon she was. July. 7th 1857

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, Fullman. or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits July 7th 1857.

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 16th 1858.

Vessel valued, including Premium, $ 16.000

OUTFITS $ 16.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of None per cent. if the risk ends within Ten years. and pro rata for a longer time, until to return for time not used if the risk ends sooner.

Prem.... $ 90.
Policy.... 1

$ 91.
10-
51-

Warranting. Free per cent. until September 16th 1858.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured: and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Tenth day of October one thousand eight hundred and fifty Seven

John Delano Secretary. President.

No. 324

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 2250

Reuben Fish

to be insured, lost or not lost,

Twenty two hundred and fifty dollars on Bark Oscar B Cuttle, her Boilers only on said as valued in the margin. At & from Nantucket to Atlantic Ocean

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark Oscar B Cuttle, her Boilers only on said as valued in the margin. At & from Nantucket to Atlantic Ocean

as aforesaid, and to continue during the voyage aforesaid, until she shall return and ~~anchor North of an East and West line drawn through Palmer's Island Light House,~~ if she shall so return before

Vessel valued, including Premium, $ 16,000

September 29th 1861 at noon

OUTFITS $20,000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Bark or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Bark or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within four years and pro rata for a longer time, until

Prem....$ 180
Policy..... 1
$ 181,
135
316

September 29th 1861 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Bark aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Bark whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

720 - 150 - 570
150
43200
540
2 20 (135
320
20
2160
2400
4800

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Third day of October one thousand eight hundred and fifty Seven

John Avery Jr Secretary. President.

(Copy.

[illegible] [illegible] [illegible]

[illegible] [illegible] [illegible] [illegible] [illegible] [illegible]

No. 333

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH.

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Edmund Allen for account of whom it may concern for

Sum insured, $ 10.000

any Payata &c Edmund Allen.

to be insured, lost or not lost,

Ten thousand dollars on Bark Belle and Outfits

VALUATION.
Sperm Oil.
Whale Oil.
Whale Bone,

Pro Rotionally on each as valued in the margin. At and from Fairhaven October 14th 1854

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark N. B Cuttin Oct. 14th 1854 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

October 14th 1859 at noon

Vessel valued, including Premium, $ 16.000

OUTFITS $ 22.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within for Jas and pro rata for a longer time, until

Prem....$ 800
Policy..... 1

$ 801.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Fourteenth day of October one thousand eight hundred and fifty four

John A Mason Secretary. President.

No. 336

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 700 ⁰⁰

Granville S. Allen.

to be insured, lost or not lost, (Seven hundred dollars on Ship Forge, Washington and Outfits, proportionally as such as valued in the margin,

At and from Fairhaven, October 1. 1861

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits. October 1. 1861 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium, $

October 1. 1861 at noon

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel. unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Six Months, and pro rata for a longer time, until

Prem....$ 36 ⁰⁰
Policy..... 1 ⁰⁰
$ 37.
45.65
102.65

October 1. 1861 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Fourteenth day of October one thousand eight hundred and fifty-one.

John A. Howe Secretary. President.

No. 337

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,
$ 1184.6

Thomas N. Allen

to be insured, lost or not lost,

Eleven hundred and eighty seven dollars on Ships Kensington and Outfits proportionally as such as valued in the margon, At & from New Bedford October 17th 1861.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ships & Outfits October 17th 1861 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

October 17th 1861 at noon

Vessel valued, including Premium,
$ 10.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $ 28.000

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the said factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Nine months and pro rata for a longer time, until

Prem....$ 94.96
Policy.....

October 17th 1861 at noon

$ 95.96
85.37
184.33

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

360
200
1 670.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Fourteenth day of October one thousand eight hundred and fifty one.

John A. Reeves Secretary. President.

No. 358

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause C. L. Barstow, for account of whom it may concern loss if any payable to C. L. Barstow

Sum insured, $ 5.000 00

to be insured, lost or not lost,

Five Thousand dollars on Bark John A. Robb her boat, vessel or vessels, as valued in the margin. At & from Fayal (for and to any Port in the U. States) Sept 1. 1857

VALUATION.
Sperm Oil. 1.30 p gal
Whale Oil.
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Boat September 1. 1857, at noon

as aforesaid, and to continue during the voyage aforesaid, ~~until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before~~

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Boat or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Boat & Cargo or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured. his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of One & one quarter per cent. ~~if the risk ends within longer time~~ and pro rata for a longer time, until

Prem.... $ 62.50
Policy..... 1
$ 63.50

her arrival at her Port of discharge in the U. States.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Boat aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Boat whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty Second day of October one thousand eight hundred and fifty seven

John A. Haines Secretary. President.

No. 339.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause L. C. Wood Jr for account of whom it may concern $1125 for account of B. Tabor

Sum insured, $ 2250 — $1125 loss if any payable to L. C. Wood Jr.

to be insured, lost or not lost,

Twenty two hundred and fifty dollars on Ship Maria Theresa and outfits proportionally on each as valued in the margin. At & from New Bedford Oct. 13th 1857.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits Oct. 13th 1857 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

October 13. 1861. at noon

Vessel valued, including Premium, $ 14.000 —

OUTFITS $ 22.1000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within two years. and pro rata for a longer time, until

Prem....$ 180 —
Policy.... 1
$ 181 —

October 13th 1861 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the twenty first day of October one thousand eight hundred and fifty seven

John Adams
Secretary.

President.

No. 340

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

George. F. Tripp

Sum insured, $ 1500

to be insured, lost or not lost. Fifteen hundred dollars on Ship Bark John A Rich

proportionally on each as valued in the margin. At & from

Fairhaven October. 21. 1857

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark & Outfits. October 21. 1857 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

October 21. 1861 at noon

Vessel valued, including Premium, $ 12.000

Outfits $ 12.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Ten Years and pro rata for a longer time, until

October 21. 1861. at noon

Prem.... $ 120
Policy.... 1
$ 121
04.5
5.16

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty first day of October one thousand eight hundred and fifty Seven

John A Hawes Secretary. President.

No. 341

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Hiram Trisp

Sum insured, $ 1500 00

to be insured, lost or not lost, Fifteen hundred dollars on Bark John A. Robt. and Outfits. proportionally on each as valued in the margin.

At & from Fairhaven October 21. 1859

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark & Outfits. October 21. 1859 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

October 21. 1861. at noon

Vessel valued, including Premium, $ 12.0000

Outfits $ 12.0000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two years. and pro rata for a longer time, until

October 21. 1861 at noon

Prem.... $ 121 —
Policy..... 1
$ 121.
94.15
2.15.18

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the twenty first day of October one thousand eight hundred and fifty Seven

John A Franes Secretary. President.

No. 342

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Alexander Tripp

Sum insured, $ 1500

to be insured, lost or not lost. Fifteen hundred dollars. on Bark John. A. Robb and Outfits. proportionally on each as valued in the margin. At & from Fairhaven. October 21. 1857.

VALUATION.
Sperm Oil.
Whale Oil.
Whale Bone.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark & Outfits. October 21. 1857 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

October 21. 1861 at noon

Vessel valued, including Premium, $ 12.000

Outfits $ 12.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two years and pro rata for a longer time, until

October 21. 1861 at noon

Prem.... $ 120
Policy.... 1
$ 121
94.15
215.15

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the twenty first day of October one thousand eight hundred and fifty seven

John A. Parker Secretary. President.

No. 348

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 1500 ⁰⁰

Jethro Tabor.

to be insured, lost or not lost.

Fifteen hundred dollars on Bark John A. Poor and Outfits, proportionally on each as valued in the margin At and from Fairhaven Oct. 21. 1857.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark & Outfits. October 21. 1857 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

October 21. 1861 at noon

Vessel valued, including Premium, $ 12,000

OUTFITS $ 12,000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Six Months and pro rata for a longer time, until

Prem.... $ 120 ⁰⁰
Policy..... 1
$ 121,
94.15
2 .15

October 21st 1861. at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days: and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty first day of October one thousand eight hundred and fifty Seven

John A Hare Secretary. President.

No. 344

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

David B. Kempton.

Sum insured, $ 800 —

to be insured, lost or not lost, Eight hundred dollars on Ship "Rose" & Outfits. for portionally on such as valued on the margin. At & from New Bedford. September 1st 1857.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Ships & Outfits September 1st 1857 at noon as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 1st 1861. at noon

Vessel valued, including Premium, $ 10.0000

OUTFITS $ 27.0000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within One year. and pro rata for a longer time, until

Prem.... $ 64.
Policy.... 1
$ 65.
64
1

September 1st 1861. at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the twenty first day of October one thousand eight hundred and fifty Seven

John A Hawes Secretary. President.

Received Fanhaven Dec 3 1862
from the Fanhaven Mutual Marine Insurance
Company One hundred thirteen 8/100 Dollars
in full for loss and Interest on same to this
date. (Say loss & Int July 9/59. $64.35/100 — loss
& Int June 29/62 $48.73/100 —) on Ship Hope and
Outfits as insured in the Cotton Policy
$113.8/100

David B. Kempton

No. 345

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 3500

David B. Kempton.

to be insured, lost or not lost,

Thirty five hundred dollars on Ship Remington and Outfits, proportionally on each as valued in the margin At & from New Bedford. October 20th 1854

VALUATION.
Sperm Oil.
Whale Oil.
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits. October 20th 1854 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

October 20th 1859 at noon

Vessel valued, including Premium, $ 10.000

OUTFITS $ 28 000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said vessel & or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said vessel & or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two years. and pro rata for a longer time, until

Prem....$ 280
Policy..... 1

$ 281
259.38
540.38

October 20th 1861 at noon

160
350
667

110

No. 280. 66
28
2240
1334
1861.60 | 259.38
1240
42.6
26.00
6.60
6.40
2.80
2.16
64.80
5.60
6.40

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the vessel & aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said vessel & whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the twenty first day of October one thousand eight hundred and fifty four

John A. Harris Secretary.

President.

No. 346

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,
$ 3400 —

Charles. Stetson

to be insured, lost or not lost,

Thirty four hundred dollars on Ship "Kensington" and Outfits. proportionally on each as valued in the margin At & from. New Bedford October 20th 1857

VALUATION.
Sperm Oil.
Whale Oil.
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits October 20th 1857 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

October 20th 1861 at noon

Vessel valued, including Premium,
$ 10.1111

OUTFITS $ 28.1111.

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two Years and pro rata for a longer time, until

Prem.... $ 272 —
Policy.....
$ 273 —
254.94
528.94

October 20th 1861. at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

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It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty first day of October one thousand eight hundred and fifty Seven

John A Hanes
Secretary.

President.

No. 949

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 1125

Nathan J. Lawton

to be insured, lost or not lost.

Eleven hundred and twenty five dollars on Bark. Java and Outfits hypothetically in each as valued in the margin. At & from New Bedford October 22. 1859

VALUATION.
Sperm Oil.
Whale Oil.
Whale Bone.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark. & Outfits. October 22. 1859 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium, $ 12000

October 22. 1861. at noon

Outfits $ 24.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, &c, factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, &c executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within One Year, and pro rata for a longer time, until

Prem....$ 10
Policy.... 1
$ 11.

October 22nd 1861 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Thirty Second day of October one thousand eight hundred and fifty [illegible]

John A Hawes Secretary. President.

No. 345

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 2250

Samuel B. Hawes

to be insured, lost or not lost,

Twenty two hundred and fifty dollars on Bark Java & Outfits, proportionally on each as valued in the margin. At & from New Bedford October 22. 1857

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark & Outfit - October 22. 1857 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

October 22nd 1861. at noon

Vessel valued, including Premium, $ 16.000

OUTFITS $ 20.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two years and pro rata for a longer time, until

Prem....$ 180
Policy..... 1
$ 181.

October 22nd 1861. at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance: provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty Second day of October one thousand eight hundred and fifty Seven

John A Hawes Secretary. President.

No. 349

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Rogers. L. Baxter. for account of whom it may concern

Sum insured. $ 2500 00

lop if any payable to. Rogers. L. Baxter.

to be insured, lost or not lost,

Twenty five hundred dollars on Bark. Union & Outfits. proportionally on each as valued in the margin.

At and from. to Nantucket. Nov. 2. 1857.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark & Outfits. Nov. 2nd. 1857. at noon.

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

November. 2nd. 1861. at noon

Vessel valued, including Premium, $ 4500 00

OUTFITS $ 4.500 00

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five one half per cent. if the risk ends within One Year. and pro rata for a longer time, until

Prem....$ 137.50
Policy..... 1
$ 138.50

November. 2nd. 1861. at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the fifteenth day of November one thousand eight hundred and fifty seven

John Haines Secretary. President.

No. 330

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause E. Sawin for account of whom it may concern. Lss if any payable to E. Sawin.

Sum insured. $ 10.000

to be insured, lost or not lost, Ten Thousand dollars on Ship "Arab" and Outfits, proportionally on each as valued in the margin. At & from Fairhaven November 2d 1859.

VALUATION.
Sperm Oil.
Whale Oil.
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Ships & Outfits. November 2. 1859 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before November 2. 1861. at noon

Vessel valued, including Premium, $ 12.000

Outfits $ 1.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Four Years and pro rata for a longer time, until

Prem.... $ 700.
Policy... 1
$ 701.

November 2d 1861. at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Second day of November one thousand eight hundred and fifty Nine

John C Howes Secretary. President.

No. 381

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH.

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 2000 0

Samuel Tripp

to be insured, lost or not lost.

Two thousand dollars in Ship "Gen Scott" and Outfits, proportionally on each as valued in the margin. At & from Paita, September 25th 1839.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits. September 25th 1839 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

October 11. 1839. at noon

Vessel valued, including Premium, $ 14.000

Outfits $ 14.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel & Co or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel & Co or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Nine per cent. if the risk ends within Ten days and pro rata for a longer time, ~~until~~ to return the time no more if the risk ends without the vessel's encountering the ice

Prem.... $ 180 —
Policy.... 1

$ 181.

until October. 11. 1839 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel & Co aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel & Co whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Fifth day of November one thousand eight hundred and fifty

John A. Haines Secretary. President.

Office Fairhaven M M Ins Co
Fairhaven Mass 9. 1859

The liability of the above named Company upon the
~~the term of six months from the 10th day of October 1859 upon~~ me contained
~~within Policy~~ ~~until arrival of Ship Gen Scott at her first~~
~~or her intended~~
~~of discharge at Fairhaven~~

John A Tripp Sec'y

Oct 10/59

No. 332

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured.
$ 12.000 50

Robert Smith

to be insured, lost or not lost,

Ten Thousand dollars on Bark, Favorite & Outfits

Sixty-fifths as each as valued in the margin hereof from

Fairhaven November 6th 1859.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark & Outfits. November 6th 1859 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

November 6th 1861 at noon

Vessel valued, including Premium,
$ 16.000

OUTFITS $ 16.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Ten Years and pro rata for a longer time, until

Prem....$ 160
Policy.....

$ 161.
11.77
2.17

November 6th 1861 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

4.5
1.0
1.52
36.
50.
52

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Sixth day of November one thousand eight hundred and fifty Nine

John G. Howes Secretary. President.

No. 303

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Isaac P. Norton.

Sum insured, $ 800

to be insured, lost or not lost,

Eight Hundred dollars on Catchings on board Ship "James Allen" as valued in the margin. At and from Hobart Town July 16th 1859.

VALUATION.
Sperm Oil, 125
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings July 16th 1859 at noon.

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

June 7th 1859 at noon.

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One year. and pro rata for a longer time, until

OUTFITS $

Prem....$ 40
Policy..... 1

$ 41.

June 7th 1859 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Seventh day of November one thousand eight hundred and fifty Seven

John A Hawes Secretary. President.

No. 304

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH.

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause S. P. Whitwell for account of whom it may concern Ships Papers

Sum insured, $ 8.000.

payable to S. P. Whitwell.

to be insured, lost or not lost,

Eight Thousand dollars on Bark Favorite and Outfits hor Particularly as valued in the margin At and from Fairhaven November 9th 1859.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Bark & Outfits November 9th 1859 at noon as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before November 9th 1861. at noon

Vessel valued, including Premium, $ 14.000

Outfits $ 18.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two years and pro rata for a longer time, until November 9th 1861 at noon

Prem....$ 640.
Policy..... 1
$ 641.
152.48
1093.76

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

Vol. 4. 8
9. 11. 9
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360.
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29
509.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

No. 641 - 509.
2560
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2856
3576
36 00
1760
1440
32
2880
2200
2560

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Ninth day of November one thousand eight hundred and fifty Seven

John G. Hammond Secretary. President.

No. 255

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Jenney & Sipps for account of whom it may concern

Sum insured, $ 2000 — loss if any payable to Jenney & Sipps

to be insured, lost or not lost,

Eight Thousand dollars on Ship "Rebecca Sims" and Outfits, proportionally on each as valued in the margin

At & from Fairhaven November 17th 1861.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits. November 17th 1861 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

November 17th 1861 at noon

Vessel valued, including Premium, $ 16.000

OUTFITS $ 20.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within One Years. and pro rata for a longer time, until

Prem....$ 640 —
Policy..... /
$ 641.
45.66
1091.66

November 17th 1861. at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

61. 4. 14
9. 11. 17
1. 4. 27

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

50
120
37
207

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below decks—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the seventeenth day of November one thousand eight hundred and fifty seven

John A Howes Secretary. President.

No. 336.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Stephen Gibbs for account of Amasa Holmes. Or if any

Sum insured, $ 500.00

loss payable to Stephen Gibbs

to be insured, lost or not lost.

Five hundred dollars on Ship George Washington and Outfits proportionally on each as valued in the margin At and from Fairhaven October 2nd 1859.

VALUATION.
Sperm Oil.
Whale Oil.
Whale Bone.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Ship and Outfits. October 2nd 1859 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

October 2nd 1861. at noon

Vessel valued, including Premium, $ 15.000

Outfits $ 18.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two years and pro rata for a longer time, until

Prem.... $ 40 -
Policy..... 1
$ 41.
32.50
$ 8.50

October 2nd 1861. at noon.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the vessel or outfits aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said vessel or outfits whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Seventeenth day of November one thousand eight hundred and fifty seven

John A Howes
Secretary.

President.

$41 - 586
40
23440 | 32.50
2160
1840
1440
4000
2600
2.50

No. 37

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $4000.—

Wm B. Waterman

to be insured, lost or not lost.

Four Thousand dollars on Oil & Bone on board Ship "John Land" (being Catchings of Barb. J. Thompson) as valued in the margin. At and from Honolulu S.I. September 27th 1837 for and to New Bedford

VALUATION.
Sperm Oil.
Whale Oil. 65 "
Whale Bone. 75 "

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Oil and Bone September 27th 1837 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, ~~if she shall so return before~~

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Oil & Bone or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, hers factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Oil Bone or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, hers executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Two per cent. ~~if the risk ends within~~ ~~and pro rata for a longer time~~, until

Prem....$ 100
Policy..... 1
$ 101—

her arrival at her Port of discharge

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Oil & Bone aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Oil Bone whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Second day of December one thousand eight hundred and fifty seven

John A Howes Secretary. President.

No. 358

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 550 -

Daniel J Lewis

to be insured, lost or not lost,

Five hundred and fifty dollars on Ships "Roberson Sims" and Outfits, proportionally on each as valued in the margin. At & from Fairhaven November 17th 1857.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ships & Outfits November 17th 1857 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

November 17th 1861 at noon

Vessel valued, including Premium, $ 16.000

OUTFITS $ 20.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Ships & or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Ships & or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured. his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two years and pro rata for a longer time, until

Prem....$ 44.
Policy..... 1
$ 45.
30.98
75.98

November 17th 1861 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Ships & aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Ships & whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the seventeenth day of November one thousand eight hundred and fifty seven.

John A. Howes Secretary.

President.

Copy

Fairhaven April 7th 1858

No. 339

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 500.-

Henry S. Tripp

to be insured, lost or not lost,

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

Eight hundred dollars on Ship "Goodwill" and Outfits proportionally on each as valued on the margin At and from Fairhaven September 1st 1859.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Vessel valued, including Premium, $ 24,000

OUTFITS $ 24,000

Ship & Outfits September 1st 1859 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 1st 1861 at noon

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within two years, and pro rata for a longer time, until

Prem.... $ 64.
Policy.... 1
$ 65.
46.22
1 1 22

September 1st 1861 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

61.2 11
9.9. 1
1.2.10

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

360
52

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

720 - 64 656
54
2080
312
2600 146.22
2028
2528
4420
3250
1690
1440
600

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the third day of December one thousand eight hundred and fifty-nine.

Wm. A. Howard Secretary. President.

No. 360

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Stephen Tibbs for account of Josiah Bisbee. top if any payable to Stephen Tibbs

Sum insured, $ 800

to be insured, lost or not lost, Eight hundred dollars on Ship "Speedwell" and Outfits. proportionally on each as valued in the margin. At. and from Fairhaven September 1. 1857.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Ship & Outfits September 1. 1857 at noon as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before September 1. 1861 at noon

Vessel valued, including Premium, $ 24.000

OUTFITS $ 24.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within One Year. and pro rata for a longer time, until September 1. 1861 at noon

Prem....$ 60
Policy.....

$ 60.
43 33
104.33

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

No. 60 - 800
60
2120
2 - 5
3 - 6
3 - 6
1 - 0

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Eighth day of December one thousand eight hundred and fifty Seven

John A Hawes Secretary. President.

Faulkaun June 19 1861

$15.27 Rec'd of the Faulkaun M M Ins Co
One hundred and seventy five 27 dollars
& cts in full for balance due on ten on the mule
Policy.

Stephen Gibbs

Policy nos. 704.33 Ins 679.49
2 " 1.33 105.66
1057.66 573.83
Int. 1.44
$75.27

No. 361

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Stephen Pitts for account of whom it may concern Ppl.

Sum insured, $ 500 -

if any payable to Stephen Pitts

to be insured, lost or not lost, Five hundred dollars on Ship George Washington and Outfits. Interest only on such as valued in the margin

At & from Fairhaven October 2d 1860.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Ship & Outfits. October 2d 1860 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before October. 2d 1861 at noon

Vessel valued, including Premium, $ 15,000

OUTFITS $ 15.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his, factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Ten years and pro rata for a longer time, until

Prem.... $ 40 -
Policy.... 1
$ 41.
32.55
72.55

October 2d 1861 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Eighth day of December one thousand eight hundred and fifty Seven

John A. Haven Secretary. President.

No. 362

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Samuel C. Tripp For account of whom it may concern, Co. of any Brigade

Sum insured, $ 1400-00

to Samuel C. Tripp

to be insured, lost or not lost,

Fourteen hundred dollars on Merchandize (Ship Stars, on board Barque "Sapior" as valued on the margin. At & from Boston to Talcahuano, via New York, and Valparaiso. with liberty to touch at & to remain at said Talcahuano & Valparaiso, for Talcahuano

VALUATION.
Sperm Oil, Bbls. Gals.
White Oil, Bbls. 30 per cent
White Bone, Bales, 20 per Ct.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Merchandize. December 19th 1854 at noon

as aforesaid, and to continue during the voyage aforesaid, ~~until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before~~

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Merchandize or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Merchandize or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Three Quarters per cent. ~~if the risk ends within~~ and pro rata for a ~~longer time, until~~

Prem.... $ 35
Policy..... 1
$ 36.

arrival at Talcahuano.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Merchandize aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Merchandize whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the 19th day of December one thousand eight hundred and fifty four

John C. Haines Secretary. President.

No. 363

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Edmund Allen for account of whom it may concern, lost or

Sum insured, $ 5000 — any payable to Edmund Allen.

to be insured, lost or not lost.

Five Thousand dollars on Bone on board Ship John Dana (being Catchings) of Ships Frolic as valued in the margin. At and from Honolulu S.I. Nov.1. for and to New Bedford

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone, 90 p.lb.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bone November 15th 1854 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, ~~if she shall so return before~~

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Bone or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Bone or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Three and one Half per cent. ~~if the risk ends within~~ and pro rata for a ~~longer time~~, until

Prem.... $ 125
Policy... 1
$ 126

her arrival at New Bedford

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Bone aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Bone whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the twenty ninth day of December one thousand eight hundred and fifty four

John A Hawes Secretary. President.

No. 36[illegible]

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Edmund Allen for account of whom it may concern, Pfs. & any

Sum insured, $ 10.000 — payable to. Edmund Allen.

to be insured, lost or not lost, Ten Thousand dollars on Oil on Board Ship "Wm Dilper" Geny Atchenson Master from Honolulu S.I. November 1st for and to New Bedford.

VALUATION.
Sperm Oil, 20 p gal
Whale Oil, 60 " "
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Oil November 1st 1857 at noon as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, ~~if she shall so return before~~

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Oil or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Oil or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Two and one half per cent. ~~if the risk ends within~~ ~~and pro rata for a longer time~~, until her arrival at New Bedford

Prem....$ 250 —
Policy.....
$ 251 —

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Oil aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Oil whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty third day of December one thousand eight hundred and fifty seven

Wm E. Howes Secretary. President.

Fairhaven June 22d 1858

$10.000

Record of the Fairhaven Mutual Marine
(Insurance Ten Thousand dollars in full for all demands
in this office on account of the loss on the Ship John Edgar
insured in the within Policy No 364

(Attest C. Allen)

No. 365

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Fish. Robinson & Co. for account it whom it may concern, (as if any payable to Fish. Robinson & Co.

Sum insured, $ 10.000

to be insured, lost or not lost, Ten thousand dollars on Oil & Bone on board Ship Nancy L. Sutton, (being Catchings of Ship Fairmount) as valued in the margin, At and from Sdhaina, October 23, for to New Bedford

VALUATION.
Sperm Oil, 120 ₰ gall
Whale Oil, 60. " "
Whale Bone, 80 " lb.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Oil & Bone, October 23d 1837 at noon as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North ~~of~~ an East and West line drawn through Palmer's Island Light House, ~~if she shall so return before~~

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Oil & Bone or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Oil & Bone or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Seven per cent. ~~if the risk ends within~~ and pro rata for a ~~longer time~~, until

Prem.... $ 250
Policy..... 1
$ 251

her arrival at New Bedford.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty Sixth day of December one thousand eight hundred and fifty four.

John A. Hawes Secretary. President.

Fairhaven July 6th 1858

$18.90 Rec'd of the Fairhaven M. M. Ins Co. Eighteen 90/100 Dollars in full for loss on the mitten Policy No. 365

Fish Stetson & Co

No. 366

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause George H. Taber. for account of William B. Rye. this Policy, any loss to be payable to George. H. Taber.

Sum insured, $ 500 — 0

to be insured, lost or not lost, Two hundred dollars on Catchings, on board Bark Ohio as valued in the margin at & from Paita. November 19. 1838.

VALUATION.
Sperm Oil. 120.
Whale Oil. 60
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said (Catchings) November 19. 1838 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before November 15th 1838. at noon

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said (Catchings) or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, (his) factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said (Catchings) or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, (his) executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One Year, and pro rata for a longer time, until to return for time not used if the risk ends within 6 M. warranting Two and one half per cent. until, November 15th 1838. at noon

Prem.... $ 25.
Policy.... 1
$ 26.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the (Catchings) aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said (Catchings) whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Seventeenth day of November one thousand eight hundred and fifty.

John A. Hawes Secretary.

President.

No. 367

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 1000

Samuel W. Hawes.

to be insured, lost or not lost,

One Thousand dollars on Bark Joshua Bragdon and Outfits, as interestedly on said vessel in the month

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

At & from New Bedford October 1. 1854,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark & Outfits. October 1st 1854 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

October 1. 1861 at noon

Vessel valued, including Premium, $ 10.000

Outfits $ 22.000.

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Bark &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the said factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Bark &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Nine per cent. if the risk ends within One Year, and pro rata for a longer time, until

Prem.... $ 90
Policy....

October 1. 1861. at noon

$ 91 00
72.12
162.12

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Bark &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Bark &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

1861 - 5 - 5
2 - 10 - 1
1 - 7 - 4

210
7
577

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

20 - 90 - 577
90
5793.12
5042.1
1520
1440
900
2400
1200
1440

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the [illegible] day of [illegible] one thousand eight hundred and fifty-[illegible]

John A Hawes Secretary. President.

No. 365

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH.

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Edmund Allen for account of whom it may concern, as his interest may appear

Sum insured. $ 7,500 00

any payable to. Edmund Allen

to be insured, lost or not lost,

Seventy five hundred dollars on Oil & Bone on board the Ship Liguria (being Starboard Side of Northern Light) now lying at the wharf at Fairhaven, Mass. for 24th Nov 1858. and to Fairhaven

VALUATION.
Sperm Oil.
Whale Oil.
Whale Bone.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Oil & Bone. Nov. 24th 1858. at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Oil & Bone or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Oil & Bone or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of One per cent. if the risk ends within Six months and pro rata for a longer time, until

Prem.... $ 150
Policy..... 1
$ 151

Her arrival at Fairhaven

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Oil & Bone aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Oil & Bone whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty day of January one thousand eight hundred and fifty eight

John G Hawes Secretary. President.

No. 369

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

P. E. Merrihew,

Sum insured, $ 750 00

to be insured, lost or not lost,

Seven hundred and fifty dollars on Catchings on board the Ship as valued in the margin from whence she was if in safety. July 15th 1837.

VALUATION.
Sperm Oil, 1.10 pr gal
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

(Catchings) July 15th 1837 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

November 28th 1838 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said (Catchings) or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said (Catchings) or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Ten per cent. if the risk ends within One Year and pro rata for a longer time, ~~until~~ To return Premium in case of the non-subscription of U.S. Manufacturing Co. as set forth

Prem.... $ 37.50
Policy..... 1
$ 38 50
2.50
48.39

until November 28th 1838 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the (Catchings) aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said (Catchings) whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage thereby, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the [illegible] day of [illegible] one thousand eight hundred and fifty [illegible]

John E. Hawes Secretary. President.

No. 370

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 10.000

Loring Meigs for account of whom it may concern P.S. Loring payable to. Loring Meigs

to be insured, lost or not lost,

Ten thousand dollars on Oil & Bone on board Ship "Gladiator" (being Catchings of Oil & Bone) as valued in the margin. At and from Honolulu. Last to New Bedford.

VALUATION.
Sperm Oil, 1.07 per
Whale Oil, 60 "
Whale Bone, 75 " 00

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Oil & Bone

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, ~~if she shall so return before~~

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Oil & Bone or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Oil & Bone or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of one and one half per cent. if the risk ends within ~~longer time~~, and ~~pro rata for a~~ until

Prem....$ 250
Policy.... 1
$ 251

her arrival at New Bedford

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Oil & Bone aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Oil & Bone whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty eighth day of January one thousand eight hundred and fifty eight

John Q Hamm Secretary. President.

No. 77

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Edmund Allen for account of whom it may concern, as well as any payable to Edmund Allen

Sum insured. $ 10.000

to be insured, lost or not lost, Ten Thousand dollars on Oil on board Ship "Cambria" being Catchings of Ship "South Seaman" as valued in the margin. At & from Honolulu. November 27th 1854 for and to New Bedford.

VALUATION.
Sperm Oil,
Whale Oil. 60
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Oil November 27th 1854 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, ~~if she shall so return before~~

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Oil or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Oil or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Two per cent. if the risk ends within Five months and pro rata for a longer time, until

Prem.... $ 200
Policy..... 1.
$ 201

arrival at New Bedford.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Oil aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Oil whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Third day of January one thousand eight hundred and fifty [illegible]

Wm. Allen Secretary. President.

No. 92

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Edmund Allen for account of whom it may concern to the amount payable to Edmund Allen

Sum insured, $ 6,500 ,

to be insured, lost or not lost,

Ninety five hundred dollars on Ore on Ship "Siren Queen" (being Catchings of Ship South Boston) as valued by the owners. At and from Honolulu Nov 30. 1857. for to Fairhaven)

VALUATION.
Sperm Oil,
Whale Oil, ordinary
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Ore November 30th 1857 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Ore or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Ore or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within five months and pro rata for a longer time, until her arrival at Fairhaven)

Prem....$ 90
Policy.....
$ 191

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Ore aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Ore whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the twelfth day of January one thousand eight hundred and fifty eight.

John A Hawes Secretary. President.

No. 33

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Penney & Swift for account of whom it may concern to be any payable to. (Penney & Swift)

Sum insured. $ 6150 00

to be insured, lost or not lost, Sixty one hundred and fifty dollars on Oil on board Sch Catharine Perry Catching of with Watson ... aboard as the margin. At & from Honolulu Nov 21 1857 for & to New Bedford

VALUATION.
Sperm Oil. 105 pr gross
Whale Oil. 34 " "
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Oil November 21. 1857 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, ~~if she shall so return before~~

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Oil or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Oil or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within five months and pro rata for a longer time, until

Prem....$ 123.
Policy.....

her arrival at New Bedford

$ 1714.
1.2.
6.
50-123.2
246/1,64
150
900
900
600
000

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Oil aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Oil whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Thirtieth day of January one thousand eight hundred and fifty eight

Secretary. President.

Copy

Fairhaven Feby 15th 1838

For value received we hereby assign, all our interest in, & claim to the within Policy to the President, Directors & Co of the Fairhaven Bank

James & Wm Lee

Witness
John A Adams Esq
Fairhaven M M Insurance Co

No. 374

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured.
$ 1000 ;

G. P. Wing & C.

to be insured, lost or not lost,

Four Thousand dollars on Catchings on board Ship South Boston as value in the margin, At & from (including) December 17th 1837.

VALUATION.
Sperm Oil,
Whale Oil, 60 cts per gal
Whale Bone, 75 c. lb.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings from & after December 1st 1838 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

November 1st 1838 at noon

Vessel valued, including Premium,
$

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within Five months and pro rata for a longer time, until

Prem....$ 50
Policy..... 1

November 1st 1838 at noon

$ 1.
3 75
4 75

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

5.75

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the second day of February one thousand eight hundred and fifty eight

John A Hawes Secretary. President.

No. 345

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured. $ 1000 —

James L. Henry.

to be insured, lost or not lost. One Thousand dollars on Books, Charts, Furniture, Clothing, and private effects, belonging to himself and mfs. on board Ship Brutus, At & from wherever she may be. from safety November 25th 1857.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Books Furniture &c November 25th 1857 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 16th 1860 at noon

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Books Furniture &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Books Furniture &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One year, and pro rata for a longer time, until

Prem....$ 50 —
Policy..... 1

September 16th 1860 at noon

$ 51 —
67.92
118.92

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Books Furniture &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Books Furniture &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days: and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

300
120
420

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the fifth day of February one thousand eight hundred and fifty eight

Wm. A. Hawes
Secretary.

President.

No. 376

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause [illegible] payable to [illegible],

Sum insured. $ 6.000

to be insured, lost or not lost, Six thousand dollars on Catchings on board Ship South Boston, as valued in the margin, at Honolulu. December 17th 1857.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings December 17th 1857 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before November 4th 1858 at noon.

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within five months and pro rata for a longer time, until November 4th 1858 at noon

Prem.... $ 20
Policy.... 1
$ 121

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded: and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured: and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Seventeenth day of February one thousand eight hundred and fifty eight

John A Hawes Secretary. President.

No. 3[illegible]

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,
$ 1000

P. Whitwell

to be insured, lost or not lost,

One thousand dollars on the said Ship "Ontario" (being Catchings of Ship C. H. Morgan) as valued in the margin, At from Fernandina 1st November 6th 1854 for & to New Bedford

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

One November 16th 1854 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she ~~shall so return before~~

Vessel valued, including Premium,
$

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said One or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said One or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Two per cent. if the risk ends within Six months and pro rata for a longer time, until

Prem.... $ 20
Policy.... 1
$ 21

Ten arrived at New Bedford

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the One aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said One whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the [illegible] day of [illegible] one thousand eight hundred and fifty [illegible]

Wm Wood Secretary. President.

No. 378

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

P. E. Menihew

Sum insured, $ 500

to be insured, lost or not lost,

Five hundred dollars on Catchings on board Bark Iowa as valued in the margin. At & from wherever she was on or about September 16th 1859.

VALUATION.
Sperm Oil, 1.25 pr gal.
Whale Oil, 60 " "
Whale Bone, 60 "

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings September 16th 1859 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

October 19th 1860 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Nine per cent. if the risk ends within Two years. and pro rata for a longer time, until

Prem....$ 45.
Policy..... 1
$ 46

October 19th 1860 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance: provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the fifth day of March one thousand eight hundred and fifty eight

John C Hawes Secretary. President.

Copy.

Fairhaven April 8th 1858

I hereby assign all my right, title, benefit and interest in and to the within Policy to Isaac Levy. For value received

P E Monthan

By F. B. Whitmore attorney.

Office of the Fairhaven Mutual Marine Insurance Co April 8th 1858

The above assignment approved by this Company

F. B. Whitmore Pres!

No. 34

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured. $ 1350

Seth Robinson & Co for account of whom it may concern
Up if any payable to Seth Robinson & Co
to be insured, lost or not lost,
Thirteen hundred & fifty dollars, on ol on board
ship Edgartown, Carlisle Bunker, Master, now at
as valued in the margin. At & from Palacathuana. Feby 3rd 1858 for
St. Edgartown

VALUATION.
Sperm Oil, 1.05 "
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

ol February 3rd 1858

as aforesaid, and to continue during the voyage aforesaid, ~~until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before~~

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said ol or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said ol or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within five months and pro rata for a longer time, until

Prem....$ 21
Policy.....
$ 21

the arrival at Edgartown

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the ol aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said ol whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Second day of ol one thousand eight hundred and fifty ~~four~~

John Grannes Secretary. President.

No. 380

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause B. Ewer & for account of whom it may Concern, lop if any forfeit to B. Ewer. Jr.

Sum insured, $ 350-

to be insured, lost or not lost, Three Hundred and fifty dollars on Catchings on board Bark "Cavalier" as valued in the margin at and from Wilmington Feb'ruary 16th 1858

VALUATION.
Sperm Oil, 1.26 per gall
Whale Oil, .60 " "
Whale Bone, 75 " lb

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings. February 16th 1858 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before September 29th 1859 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five Dollars per cent. if the risk ends within One Years and pro rata for a longer time, until to return for time not made. if risk ends within 6 M Guaranteeing two & one half per cent. until September 29th 1859 at noon

Prem....$ 1925
Policy.....
$ 20.25

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Tenth day of April one thousand eight hundred and fifty eight

John A Hawes
Secretary.

President.

No. 307

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Jenney & Tripp for account of whom it may concern (Spl) any payable to. Jenney & Tripp

Sum insured, $ 5.000

to be insured, lost or not lost, Five Thousand dollars on Oil on board Ship Polynesia (Henry Hutchings of Rad) Master now in the Harbor of Honolulu. Feby 28th 1858 for a Voy to New Bedford.

VALUATION.
Sperm Oil, 125 pr gal
Whale Oil, 60 " "
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Oil Feby 28th 1858 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, ~~if she shall so return before~~

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Oil or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Oil or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Two and one half per cent. if the risk ends within and pro rata for a longer time, until

Prem....$ ~~250~~ 125
Policy..... " 1
$ 251. 126,

See arrival at New Bedford

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Oil aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Oil whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the 26th day of April one thousand eight hundred and fifty

John A. Hawes Secretary. President.

No. 72

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

James B. Ogg

Sum insured, $ 1000

to be insured, lost or not lost, in One Thousand Dollars on Bark Swan & Outfits

Co. Portionally on each as valued in the margin At & from

Fair Haven ~~Fairhaven~~ April 21st 1858

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark & Outfits April 21. 1858 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

April 21. 1862 at noon

Vessel valued, including Premium, $ 10.500

OUTFITS $ 500.00

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Bark & Outfits or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Bark & Outfits or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Four Years and pro rata for a longer time, until

April 21. 1862 at noon

Prem....$ 480.00
Policy.....
$ 480.00

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Bark & Outfits aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Bark & Outfits whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the twenty first day of April one thousand eight hundred and fifty eight.

John A Hawes Secretary. President.

No. 21.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause E. Sawin for account of whom it may concern, ats if any payable to E. Sawin

Sum insured, $ 2500.00

to be insured, lost or not lost, Twenty five hundred dollars on (Ship Kings) for board Bark Amazon, as valued in the margin. At & from Ohesea to arr safely September 2d 1859.

VALUATION.
Sperm Oil, 125 pr gall
Whale Oil, 35 " "
Whale Bone, 70 " lb

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said (Ship Kings) September 5th 1859 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before October 15th 1860 - at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said (Ship Kings) or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said (Ship Kings) or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within One year. and pro rata for a longer time, until

Prem....$ 200
Policy.....

October 15th 1860 at noon

$ 201.
25.82
2 [illegible]

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the (Ship Kings) aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said (Ship Kings) whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

2.70.
2.52

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

50. 5. 8
9 0. 5
2. 3

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the twenty four day of April one thousand eight hundred and fifty eight

(Wm C Howe) Secretary. President.

No. 384

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,
$ (illegible)

Obed S. Hiller

to be insured, lost or not lost,

Eight hundred and twenty five dollars on Catchings
in the Bark Winthrop as valued in the margin. 84 and from
"Ascension" July 14th 1857

VALUATION.
Sperm Oil, 25 p gallon
Whale Oil, 15 "
Whale Bone, 15 "

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings July 14th 1857 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August 11th 1859 at noon

Vessel valued, including Premium,
$

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Oil or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Oil or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Nine per cent. if the risk ends within Two years and pro rata for a longer time, until to return for time not used if the risk ends without loss, warranting five and a half per cent. until August 11th 1859 at noon

Prem....$ 36.25
Policy..... 1

$ 37.25
2.15
35.10

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Oil aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Oil whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Fifth day of June one thousand eight hundred and fifty seven

John A. Hawes Secretary. President.

No. 515

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured. $ 625

Martin Bowen

to be insured, lost or not lost,

Six hundred and twenty five dollars on Catchings

VALUATION. on board of Bark Monthorpe, as valued in the Marine, At and from

Sperm Oil, 125 ₱ gall.

Whale Oil, 35 "

Whale Bone, 75

Ascension. July 14th 1857.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings July 14th 1857 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August 11th 1859 at noon

Vessel valued, including Premium; $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five on half per cent. if the risk ends within One year and pro rata for a longer time, until

Prem....$ 34.37
Policy..... 1
$ 35.37

August 11th 1859 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty fourth day of June one thousand eight hundred and fifty eight

Wm. A Hawes Secretary. President.

No. 356

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause W. F. & E. Pope. for account of whom it may concern, lss. if any

Sum insured, $ 5000

payable to. (Wm G. E. Pope.

to be insured, lost or not lost,

Five Thousand dollars on Oil on board Ship Magnolia (being Catchings of Ship Francis Henrietta) as valued in the margin. At & from Honolulu December 1st 1857 for 6 Months

VALUATION.
Sperm Oil,
Whale Oil, 55
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Oil. December 1st 1857 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Oil or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Oil or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Two per cent. if the risk ends within Six months and pro rata for a longer time, until

Prem....$ 100
Policy..... 1
$ 101

Her arrival at New Bedford

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Oil aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Oil whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days: and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured: and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty third day of June one thousand eight hundred and fifty Eight

John A Haines Secretary. President.

No. 287

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Wm. Robinson & Co for account of whom it may concern Ps. of may Payable to Wm Robinson & Co

Sum insured,
$ 1250 00

to be insured, lost or not lost.

Seventeen hundred & fifty dollars on Ship Stores, provisions, & freight money on board Ship "Harriet & Jessie" as valued per invoice filed in this Off. At & from Fairhaven May 12th 1888 for & to Honolulu I.I.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Stores &c May 12th 1888 at noon

as aforesaid, and to continue during the voyage aforesaid, until ~~she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before~~

Vessel valued, including Premium,
$

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Stores &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Stores &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Ten per Cent per cent. if ~~the risk ends within longer time~~, until and ~~pro rata for a~~ Her arrival at Honolulu.

Prem.... $ 112 50
Policy.....
$ 112 50

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Stores &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Stores &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twelfth day of May one thousand eight hundred and fifty eight.

Secretary. President.

No. 26

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH.

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,
$ 1,

Orin Allen for account of Isaac V. Allen. Loss if any payable

to John. Allen.

to be insured, lost or not lost,

Five hundred and fifty dollars on Catchings on board Bark Winthrop, as valued on the margin At and from wherever she may be if in Safety January 17th 1838.

VALUATION.
Sperm Oil, 1.30 per gall
Whale Oil, .60 " "
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings January 17th 1838 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August 11th 1839 at noon

Vessel valued, including Premium,
$

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five and half per cent. if the risk ends within One year and pro rata for a longer time, until

Prem.... $ 30.25.
Policy... 1
$ 31.25.

August 11th 1839 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Eleventh day of May one thousand eight hundred and fifty two

John C. Howard Secretary. President.

No. 384

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Roland Fish for a/c of whom it may concern Loss if any payable to Roland Fish

Sum insured, $ 800

to be insured, lost or not lost,

Eight Hundred dollars (Eighteen on board Bark) Trimbles as valued in the margin At & from whence she sets sail in safety. January 17th 1838.

VALUATION.
Sperm Oil, 30 Pr gall
Whale Oil, do
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings Jany 17th 1838 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before August 17. 1839 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said (Catchings) or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said (Catchings) or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five & one half per cent. if the risk ends within One Year and pro rata for a longer time, until

Prem....$ 44.
Policy....
$ 40.

August 17. 1839 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the (Catchings) aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said (Catchings) whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the 17th day of March one thousand eight hundred and fifty eight

Wm C Hawes Secretary. President.

No. 268

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,
$ 600

to be insured, lost or not lost, Six hundred dollars on Catchings on board Bark Mary Ann as valued in the margin At and From wherever she may be if in safety February 1st 1858

VALUATION.
Sperm Oil.
Whale Oil.
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings February 1. 1858 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before September 1st 1860 noon

Vessel valued, including Premium,
$

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Ten Hundred per cent. if the risk ends within Six Months and pro rata for a longer time, until

Prem....$ 60
Policy.....
$ 60

September 1st 1860 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the twenty ninth day of January one thousand eight hundred and fifty nine

Secretary. President.

No. 394

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Abraham & Howland for account of whom it may concern &c

Sum insured, $ 10 000.

if any payable to Abraham & Howland

to be insured, lost or not lost, Ten thousand dollars on Ship "Joseph Meigs" and outfits

Valuation: Sperm Oil, Whale Oil, Whale Bone, proportionally on such as valued in the margin. At & from New Bedford

June 2d 1858.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called; Beginning the Adventure upon the said

Ship & Outfits June 2d 1858 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

June 2d 1862 at noon

Vessel valued, including Premium, $ 12.000

Outfits $ 18.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of [illegible] per cent. if the risk ends within [illegible] and pro rata for a longer time, until

June 2d 1862 at noon

Prem.... $ 800.
Policy..... 1

$ 801.

And it is hereby agreed, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Second day of June one thousand eight hundred and fifty eight.

John G. Tawes Secretary. President.

No. 302

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,
$ 1[illegible]

[illegible] Coleman

to be insured, lost or not lost,

Five hundred dollars on Catchings on board Ship Lancer as valued in the margin, At and from Paita Feby 18th 1858

VALUATION.
Sperm Oil, 30 bbls
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings. February 18th 1858 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August 1st 1860 at noon

Vessel valued, including Premium,
$

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two Years and pro rata for a longer time, until

Prem....$ 10
Policy....

August 1st 1860 at noon

$ 41

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the day of one thousand eight hundred and fifty

Secretary. President.

No. 193

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 1000.

Clark m. & Seamen

to be insured, lost or not lost,

One Thousand dollars on Catchings on Board Bark "Marion" as valued in the margin. At & from Kingsmill March 5th 1838.

VALUATION.
Sperm Oil, 35 p bbl
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings March 5th 1838 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

October 8th 1839 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of — per cent. if the risk ends within 1 yr. and pro rata for a longer time, until

Prem....$ 20.
Policy..... 1
$ 31.

October 8th 1839 at noon.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance: provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged; without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Second day of June one thousand eight hundred and fifty Eight.

John A Hawes Secretary. President.

No. [illegible]

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured.

$ [illegible]

* Bahama Banks

to be insured, lost or not lost, Five hundred dollars on Catchings on board Ship Arnas as valued in the margin. At & from Fair Haven to Cruise.

VALUATION.

Sperm Oil,

Whale Oil, [illegible]

Whale Bone, [illegible]

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings March 9th 1858 at noon.

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 21. 1861 at noon.

Vessel valued, including Premium,

$

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, [illegible] factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, [illegible] executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of [illegible] per cent. if the risk ends within [illegible] and pro rata for a longer time, until

Prem....$ [illegible]

Policy....

$ [illegible]

September 21. 1861. at noon.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the [illegible] day of June one thousand eight hundred and fifty [illegible]

[illegible] Secretary. President.

No. 705

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 2000 —

C Abraham & Fowland

to be insured, lost or not lost,

Two thousand dollars on Bark "Ruser" and Outfits

Proportionally on each as valued in the margin, At & from

Callao. November 1. 1857

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark & Outfits. November 1. 1857 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

February 1st 1859 at noon

Vessel valued, including Premium, $ 24.000

OUTFITS $ 24.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss: but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of One per cent. if the risk ends within and pro rata for a longer time, ~~and~~ to return for time not used if the risk ends without loss. warranting

Prem....$ 1.0%
Policy..... 1

$ 21.
1375
234.25

five per cent until February 1st 1859 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance: provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

60-6 25
9-11. 1
7.25

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

210
25
25

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

30-150 235
150
235
23.5
2.35
2.35

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Second day of June one thousand eight hundred and fifty eight

John G Hawes Secretary. President.

No. 390

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,
$ 1000

Abraham M. Hartwell

to be insured, lost or not lost,

One thousand dollars on (Clothing) on board the Bark Pauline as valued in the margin. At & from Callao. November 1. 1854.

VALUATION.
Sperm Oil, 1.30 ½ gall
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Clothing November 1st 1854 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

February 19th 1860. at noon

Vessel valued, including Premium,
$

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Outfits $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Clothings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Clothings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured. his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within 3 months from date and pro rata for a longer time, until Return for time not used if the risk ends within 3 months from date

Prem....$ 80
Policy.....

five per cent. until February 19th 1860. at noon

$ 81
26 11
10 5 11

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Clothings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

720. 14. 235
80
1880
1240
220
220
80
220
20

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Eleventh day of June one thousand eight hundred and fifty Eight

Wm A Hawes
Secretary.

President.

No. 39

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $

Frederick (of Hocum).

to be insured, lost or not lost,

VALUATION.
Sperm Oil,
Whale Oil, 50 bbls case
Whale Bone, 90 lbs

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

(Catchings) March 31st 1858 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

November 30th 1860 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said (Catchings) or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss: but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said (Catchings) or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within One Year and pro rata for a longer time, until

Prem....$
Policy.....
$

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the (Catchings) aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the 3rd day of July one thousand eight hundred and fifty-eight

Secretary. President.

No. 395

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,

$ 30[illegible]

Ansel Stewart.

to be insured, lost or not lost,

Eight hundred dollars on 21 tuns or 2 3/95 parts Bark Rajah. as valued in the margin. At & from Bongami"

February 24th 1858.

VALUATION.

Sperm Oil,

Whale Oil,

Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

(at from) 24th February 1858 at noon.

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

June 6th 1860 at noon

Vessel valued, including Premium,

$

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said At Things or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said At Things or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within One year and pro rata for a longer time, until

Prem....$ 0-1.

Policy.....

$ 65.

June 6th 1860 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the At things aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said At things whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days: and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage mercin, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured: and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the 24th day of February one thousand eight hundred and fifty [illegible]

John A Howes Secretary. President.

For settlement of accounts the motion filing in Feby 1865

No. 3[illegible]

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured. $ [illegible]

Benjamin Ellis

to be insured, lost or not lost,

Twenty three hundred and Seventy five 100 Dollars

on Ship Oliver and Outfits, for Bermuda in such as valued in the margin. At & from Fairhaven June 22. 1838

VALUATION.
Sperm Oil.
Whale Oil.
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits. June 22. 1838 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium, $ 18.000

OUTFITS $20.000

June 22. 1862 at noon

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Six Months and pro rata for a longer time, until

Prem.... $ [illegible]
Policy.....
$ [illegible]

June 22. 1862, at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty Second day of June one thousand eight hundred and fifty [illegible]

Secretary. President.

No. 1086

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 3000

W. & N. J. Lawton

to be insured, lost or not lost. Three Thousand Dollars on Bark Position Principal and Outfits, proportionally on such as valued on the margin.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

At & from New Bedford June 22nd 1838.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark & Outfits June 22 1838 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

June 22nd 1862 at noon

Vessel valued, including Premium, $ 24.000

OUTFITS $ 24 000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel & or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two Years and pro rata for a longer time, until

Prem....$ 240
Policy.....
$ 241.

June 22nd 1862 at noon.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel & aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel & whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty Second day of June one thousand eight hundred and fifty Eight

John A Hawes Secretary. President.

No. 101

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Fish. Robinson & Co for account of whom it may concern ... if any payable to Fish. Robinson & Co.

Sum insured, $

to be insured, lost or not lost, Twenty five hundred dollars on "freight money" of Schooner Forest Bird, (cargo on & under deck) At & from Machias for & to Rio de Janeiro,

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Freight. July 20. 1858 at noon

as aforesaid, and to continue during the voyage aforesaid, until ~~she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before~~

Vessel valued, including Premium, $ 3650

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, the executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of One and a half per cent. ~~if the risk ends within~~ and ~~pro rata for a~~ longer time, until her arrival at Rio de Janeiro

Prem.... $ 37.50
Policy.....
$ 38.50

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Freights aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty first day of July one thousand eight hundred and fifty eight.

John D Hawes Secretary. President.

No. 102

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,
$ 2660 ~

payable to Wells & Tenney,

to be insured, lost or not lost, Twenty six hundred and Sixty dollars on Bone on board ship Hibernian, (Henry [illegible]) in the margin. At & from Honolulu S.I. April 3d 1838. for to New Bedford.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Bone April 3d 1838 at noon

VALUATION.
Sperm Oil,
~~Whale Oil,~~
Whale Bone, @ $ / per ℔.

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, ~~if she shall so return before~~

Vessel valued, including Premium,
$

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Bone or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Two & one half per cent. ~~if the risk ends within~~ ~~and pro rata for a longer time, until~~ her arrival at New Bedford.

Prem.... $ 66.50
Policy.....
$ 67.50

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Bone aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Bone whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the [illegible] day of [illegible] one thousand eight hundred and fifty [illegible]

John A Hawes Secretary. President.

No. 103

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $

Isaac D. Norton

to be insured, lost or not lost,

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

Young Phoenix as valued in the margin. At & from Albany.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

(Oil things) April 11. 1838 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

July 21. 1861 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said (Oil things) or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said (Oil things) or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within One year and pro rata for a longer time, until

July 21. 1861 at noon

Prem....$
Policy....

$ —

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the (Oil things) aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said (Oil things) whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the day of one thousand eight hundred and fifty —

Secretary. President.

No. [illegible]

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH.

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Edwin Eldred [illegible] to be insured, lost or not lost,

Sum insured,

$

VALUATION.

Sperm Oil,

Whale Oil,

Whale Bone,

Edwin Eldred

One thousand dollars on Catchings on board Ship "General Veli" as valued in the margin. At and from Honolulu

March 21st 1838

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings March 21st 1838 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium,

$

OUTFITS $

September 9th 1860 at noon

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said [illegible] or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of [illegible] per cent. if the risk ends within [illegible] and pro rata for a longer time, until

Prem....$

Policy.....

$

September 9th 1860 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said [illegible] whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the [illegible] day of [illegible] one thousand eight hundred and fifty [illegible]

John A Sands Secretary. President.

No. [illegible]

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,
$ 700 00

(Insel. P. Stewart.

to be insured, lost or not lost, [illegible]

Bark Rajah as valued on the margin. At & from "Longnuis" March 12th 1858.

VALUATION.
Sperm Oil, 1.25 per gall
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings March 12th 1858 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

June 6th 1860 at noon

Vessel valued, including Premium,
$

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said [illegible] or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said [illegible] or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of [illegible] per cent. if the risk ends within [illegible] and pro rata for a longer time, until

Prem....$ 56
Policy..... 1
$ 57

June 6th 1860 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the [illegible] aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the [illegible] day of [illegible] one thousand eight hundred and fifty [illegible]

Secretary. President.

Memorandum

Mr Insurance Co. on a/c with N. J. Stewart Sister.

Dr.

To loss on Bark Rajah due April 1/59 Policies 398 405	1443.70	
To mos. interest.	72.20	$ 1515.90

Cr.

By cash on a/c April 15th 59	300.	
By 5 15 days int.	14.40	
By cash May 18th 59	500.	
By 5 mos 18 days int.	21.05	
By cash June 17	500	
By 2 mos 11 days int.	18.60	
By int. due Dec 15/59	122.	
By int on same 1 yr. 1 mo. 13 days	819	
By Cash to balance	31.36	$ 1575.90

January 1860.

Sec'd of the Fairhaven Mutual Marine Ins Co Thirty one 36/100 dollars in full for loss on Policies Nos 398 & 405. insuring Catchings on Bark Rajah — in full a/c rend

E H Stuart Administratrix

Fairhaven Feb 25/60.

No. 116

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,
$ 10

to be insured, lost or not lost, Fifteen hundred dollars on Bark Montgomery & Outfits proportionally on each as valued in the margin, At & from

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Bark & Outfits July 19th 1838 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before July 19th

Vessel valued, including Premium,
$ 10,000

OUTFITS $ 4,000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Nine per cent. if the risk ends within Six Years and pro rata for a longer time, until 1862 at noon.

Prem....$ 1 50
Policy.... 1
$ 136,

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Whole Sd aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Whole Sd whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the [illegible] day of [illegible] one thousand eight hundred and fifty [illegible]

John [illegible] Secretary. President.

No. 164

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,
$ 1187.50

William Watkins

to be insured, lost or not lost,

Eleven hundred and eighty seven 50/100 dollars on Ship Rover (and) outfits, proportionally on each as valued in the margin. At and from New Bedford June 22d 1838,

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

ship & Outfits &c. &c. 22d 1838 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

June 22d 1862 at noon

Vessel valued, including Premium,
$ 15000 —

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $ 2000

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of per cent. if the risk ends within and pro rata for a longer time, until

Prem....$ 0.5
Policy.....

$ 95.
13.15
188.15

All 22d 1838

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty Third day of June one thousand eight hundred and fifty —

John G Draves Secretary. President.

No. 165

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,
$ 6

any payable to Thomas C. Sampson

to be insured, lost or not lost,

Six hundred dollars on Catchings on board the Ship (Ingress 1st as valued in the margin. At & from Adelaide Australia — 7th April 7th 1858

VALUATION.
Sperm Oil, 120 ₱
Whale Oil, 50 " "
Whale Bone, 80 " "

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings 7th April 1858 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium,
$

January 1st 1862 at noon

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said (Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said (Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of five per cent. if the risk ends within Six Years and pro rata for a longer time, until

Prem....$ 10 —
Policy..... 1
$ 11

January 1. 1862 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the (Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Thirtieth day of December one thousand eight hundred and fifty Eight.

John D. Ravenscroft Secretary. President.

No. 107

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Edmund Allen for Ac Whom it may Concern $1000, for Ac of Jno & Phillips $150, for Ac of J. Bastes $300 Vide Fame Insurd &c

Sum insured, $ 1450

Edmund C Allen

to be insured, lost or not lost, Fourteen hundred and fifty dollars on Clothing and Whale Craft on board Brig "Angenette" At & from New Bedford August 2d 1838 Held in this Office

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Vessel from & At August 2d 1838 at noon

as aforesaid, and to continue during the voyage aforesaid, ~~until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before~~

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Three per cent. if the risk ends within and pro rata for a longer time, until

Prem....$ 43,50
Policy.....
$ 44,50

her arrival at Honolulu

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Amount Sd aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Amount Sd whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Second day of August one thousand eight hundred and fifty

Wm C Rimes Secretary. President.

No. 410

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,

$

VALUATION.

Sperm Oil,

Whale Oil,

Whale Bone,

Vessel valued, including Premium,

$

OUTFITS $

Prem....$

Policy.....

$

lop if any payable to Gibbs & Janney.

to be insured, lost or not lost,

Twenty five hundred and eighty dollars in (Bonisons

in this office) in Good Brig Angenette. Mc Loon Master.

August 2d 1858. For and to Honolulu S.I.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bonison, Ashing, Whale Draft. Done Chambers August 2d 1858 at noon

as aforesaid, and to continue during the voyage aforesaid, ~~until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before~~

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Bonisons Sch or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, Chas executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Three per cent. ~~if the risk ends within~~ and pro rata for a ~~longer time~~, until

7.50

Ins arrived at Honolulu.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Bonisons Sch aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Bonisons Sch whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Second day of August one thousand eight hundred and fifty

John Edwards Secretary. President.

No. 111

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $

James V. (of)

to be insured, lost or not lost,

Sonia" and Outfits proportionally on each as valued in the margin At & from Kuskodford 1 Aug 4 1858

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark & Outfits 1 Aug 4

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

1 Aug 4th 1862, at noon

Vessel valued, including Premium, $ 1,000

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Same per cent. if the risk ends within One Year and pro rata for a longer time, until

Prem....$
Policy.....
$

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the 1 day of August one thousand eight hundred and fifty eight

John C Hare Secretary. President.

No. 12

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,

$

Benjamin Ellis

to be insured, lost or not lost,

Seventeen hundred and fifty dollars on Bark Elisha Dunton & outfits Lawfully Em, each as valued in the margin. At & from New Bedford August 9th 1858

VALUATION.

Sperm Oil,

Whale Oil,

Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark & Outfits. August 9th 1858 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium,

$ 12000

OUTFITS $ 16000

August 9th 1862 at noon

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within four years and pro rata for a longer time, until

Prem....$ 16 ~

Policy.....

August 9th 1862 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Ninth day of August one thousand eight hundred and fifty eight

John G Hawes Secretary.

President.

No. 11

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,
$ 11

Benjamin Ellis

to be insured, lost or not lost,

Eleven hundred and twenty five dollars on Body

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August 16th 1862 at noon

Vessel valued, including Premium,
$ 8.1119

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $ 10

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of per cent. if the risk ends within and pro rata for a longer time, until

Prem....$ 101
Policy.....

$ 10

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the day of one thousand eight hundred and fifty

John D Ravas Secretary. President.

No. 1114

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 1000 cs

B. Ewer Jr

to be insured, lost or not lost,

One thousand dollars on Bark Zone and Outfits proportionaley on each as valued in the margin. At and from Fairhaven (August 19th 1858

VALUATION.
Sperm Oil.
Whale Oil.
Whale Bone.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark & Outfits August 19th 1858 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August 19th 1862 at noon

Vessel valued, including Premium, $ 16.000

OUTFITS $ 6 000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said / or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, / / factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, / executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Brought and pro rata for a longer time, until

Prem....$ 80
Policy..... 1
$ 81

August 19th 1862 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the said aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Third day of August one thousand eight hundred and fifty eight

Secretary. President.

Copy

Farnham Oct 11 1860

To whom it may concern I hereby transfer all my right title and interest in the within Copy to Susan Norton

C. Emerson

Office of Farnham M. H. Co.
Farnham Oct 12. 1860

Received assignment of Homestead

John Hamilton Secy

No. 1115

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,
$ 21000

James R. Gurnor

to be insured, lost or not lost, for the Owners Hull & Bark &c. & Outfits
proportionally on each as valued in the margin. At and
from Fairhaven August 19th 1858

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Hull & Outfits August 19th 1858 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August 19th 1862 at noon

Vessel valued, including Premium,
$ 16 000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $ 16 000

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Hull & Outfits or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Hull & Outfits or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Six Years and pro rata for a longer time, until

Prem....$ 160
Policy..... 1

August 19th 1862 at noon

$ 161

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel & Outfits aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Hull & Outfits whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Nineteenth day of August one thousand eight hundred and fifty Eight.

John G Soares Secretary. President.

No. 116

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,
$ 1600

to be insured, lost or not lost,

on each as valued in the margin. At & from Fairhaven
August 19th 1858.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark & Outfits August 19th 1858 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August 19th 1862 at noon.

Vessel valued, including Premium,
$ 16 00

OUTFITS $ 1600

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of per cent. if the risk ends within and pro rata for a longer time, until

Prem.... $ 16
Policy..... 1

$ 51.)
24.52
155 12

August 19th 1862 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Rebel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the day of one thousand eight hundred and fifty

John G Ames
Secretary.

President.

No. 11

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 3000

L. & J. & S. Phillips
Joseph. Phillips

to be insured, lost or not lost, Three Thousand dollars on Bark Zone and Outfits for a Voyage to each & every part of the World
At & from Fairhaven. 19th August 1858

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Vessel valued, including Premium, $ 16,000

OUTFITS $ 16,000

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

19th August 1862 at Noon

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of per cent. if the risk ends within and pro rata for a longer time, until

Prem.... $ 40
Policy.....

19th August 1862 at Noon

$ 2141
2321.50
4463.50

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the vessel or aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the day of one thousand eight hundred and fifty

John E. Howes

Secretary. President.

No. 416

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

~~Samuel Smith~~ Rolanda. Fish

Sum insured, $ 2000

to be insured, lost or not lost,

Two thousand dollars on Bark Bone and Outfits

Proportionally on each as valued on the margin.

Fairhaven. 19th August 1858

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark & Outfits August 19th 1858 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August 19th 1862 at noon

Vessel valued, including Premium, $ 16,000

OUTFITS $ 16,000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of per cent. if the risk ends within and pro rata for a longer time, until

Prem....$ 1[illegible]
Policy.....

$ 1[illegible]
1-2...
309...

August 19th 1863 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the vessel or aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the day of one thousand eight hundred and fifty

John A Haws Secretary. President.

No. 16

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

George D. Tripp

Sum insured, $ 100

to be insured, lost or not lost.

"Sam'l Robertson" as valued in the margin At & from Mauritius June 12th 1838

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings (June 12th 1838 at noon)

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said (Catchings) or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said (Catchings) or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of One per cent. if the risk ends within five months and pro rata for a longer time, until

Prem....$ 6
Policy..... 1
$ 7

(August 23rd 1840 at noon)

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the (Catchings) aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty first day of August one thousand eight hundred and fifty

John D Vance Secretary. President.

No. 120

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause (Phineas Sterry for all of whom it may concern) to be insured,

Sum insured, $ 4500 00

to. Phineas Sterry.

to be insured, lost or not lost,

Forty five hundred dollars on Catchings on board

[illegible] valued [illegible] two years. [illegible]

Mauritius June 22nd 1858

VALUATION.

Sperm Oil,

Whale Oil, [illegible]

Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings. June 22nd 1858 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August 23rd 1860 at noon

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said [illegible] or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, [illegible] factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said [illegible] or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within (Twelve months) and pro rata for a longer time, until

Prem....$ [illegible]

Policy.....

August 22. 1860 at noon

$ [illegible]

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the (Catchings) aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said [illegible] whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the [illegible] day of [illegible] one thousand eight hundred and fifty [illegible]

John D Ames Secretary. President.

No. 101

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 8000

to be insured, lost or not lost, Fish Robinson

to be insured, lost or not lost, Eight Thousand Dollars on Ship Fair Haven proportionally on each as valued in the margin At & from Fairhaven September 3d 1838

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Ship Fair Haven at & from Fairhaven September 3d 1838

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before September 3d 1862 at noon

Vessel valued, including Premium, $ 21.000

OUTFITS $ 3.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within One Year and pro rata for a longer time, until September 3d 1839

Prem....$ 610
Policy.... 1
$ 611
16 11
1047.23.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

360
90
450
9.1

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

720 - 640 - 80
640
160
2 - 2.
2240
2660
4320
1680
2400

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured: and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Third day of September one thousand eight hundred and fifty eight

Secretary. President.

No. 1092

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 7.C

Benjamin F. Tilton.

to be insured, lost or not lost, (Two hundred and fifty thousand dollars of Outfits
on Outfits, for Voyage, which is known in the margin
At and from Fairhaven September 3d 1858

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship and Outfits September 3d 1858 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 3d 1862 at noon

Vessel valued, including Premium, $ 20,000

OUTFITS $25,000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within One Years. and pro rata for a longer time, until

Prem.... $
Policy....

September 3d 1862 at noon

$ 20,0
25,0
45,0

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the vessel or aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

720. 00. 45

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Third day of September one thousand eight hundred and fifty eight

Secretary. President.

No. 123

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,
$ 700 ;

Bartholemew Taber 2

to be insured, lost or not lost,

Seven hundred and fifty dollars on Ship's Tonda and Outfits Proportionately on each as valued in the margin. At & from Fairhaven Sept 2d 1858

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ships & Outfits. September 2d 1858 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 2 1862 at noon

Vessel valued, including Premium,
$ 3100

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $ 600

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said [illegible] or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said [illegible] or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Four Years and pro rata for a longer time, until

Prem....$ 62
Policy.....
$ 62
25.50
93.50

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the [illegible] day of [illegible] one thousand eight hundred and fifty [illegible]

Isaac Abrams Secretary. President.

No. 127

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 1500 00

James Fitch 2d

to be insured, lost or not lost, Fifteen hundred dollars on Bark Roscius and Outfits proportionally on each as valued in the margin) At and from Newbedford, September 10th 1858

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark & Outfits September 10th 1858 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 10th 1862

Vessel valued, including Premium, $ 14.000

OUTFITS $ 14.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within One Years and pro rata for a longer time, until

Prem....$ 1[illegible]
Policy.....
$ 7[illegible]

September 10th 1862 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Thirteenth day of September one thousand eight hundred and fifty [illegible]

John A Ames Secretary. President.

No. 122

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause [illegible] for Ag[illegible] of William [illegible] of and Bayatt & Peter Tobey

Sum insured, $ 500 00

to be insured, lost or not lost, Five hundred dollars on Catchings on board Ship Ocean Rover as valued in the margin. At & from Valparaiso. May 21st 1858

VALUATION.
Sperm Oil, 1.74 per gall
Whale Oil.
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings May 21st 1858 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before July 11th 1859, at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of five per cent. if the risk ends within five months and pro rata for a longer time, until

July 11th 1859 at noon

Prem....$ 10
Policy.... 1
$ 11

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the [illegible] day of [illegible] one thousand eight hundred and fifty [illegible].

[illegible] Secretary.

President.

No. 116

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Samuel Sturtevant & for & as per indorsement on the back hereof

Sum insured, $ 1500

Up if any profits to Samuel Sturtevant &

to be insured, lost or not lost,

and Outfits Proportio[illegible] and valued in the margin

Valuation.
Sperm Oil,
Whale Oil,
Whale Bone,

[illegible] from [illegible] September 24th 1862,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

[illegible] Command as the risk for mutual benefit, for her

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

[illegible] September 24th 1863 at noon

Vessel valued, including Premium, $ 6,000

Outfits $ 6,000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of [illegible] per cent. if the risk ends within [illegible] months and pro rata for a longer time, until

Prem....$ 240
Policy.... 1
$ 343.

September 24th 1862 at noon

And it is hereby agreed, that if the insured shall have made any other insurance upon the Vessel for O aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty Fourth day of September one thousand eight hundred and fifty Eight

Thos E Hawes Secretary.

President.

The within Instrument is for the following Sums

Lieutenant Jr.	1500
John T. Watts	200
Matthew Mayhew	500
Phebe Watts	200
Joshua Cushing	300
H. G. Libaron	300
John Watts	300
Edward L. Watts	200
	3800

No. 197

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH.

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause [illegible] to be insured, lost or not lost,

Sum insured. $ 1500 00

Loyalty to Philemon Fuller

to be insured, lost or not lost,

Forty five hundred dollars on Bark Atkins Adams and Outfits proportionally on each as valued in the margin At and from New Bedford October 5th 1838

VALUATION.
Sperm Oil.
Whale Oil.
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark & Outfits October 5th 1838 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

October 5th 1862 at noon

Vessel valued, including Premium, $ 3.000

OUTFITS $ 12,000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said [illegible] or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured. his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Six Years and pro rata for a longer time, until

Prem.... $ 360 —
Policy... 1

October 5th 1862 at noon.

$ 361,
37.52
323.48

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel & Outfits aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel & Outfits whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the 5th day of October one thousand eight hundred and fifty eight

John A Haines Secretary. President.

Fairhaven Oct. 3rd 1860

The within Policy is cancelled, and no claim on the within to be made for loss, if any, thereon since July 24th 1860.

Tileman Fuller.

No. 285

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,
$ 7,000 00

to be insured, lost or not lost,

Seven thousand dollars on Ship South Boston and Outfits, proportionally on each as valued in the margin At and from Fairhaven Oct 7th 1858.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits. October 7th 1858 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

October 7th 1862 at noon

Vessel valued, including Premium,
$ 14.000.

OUTFITS $ 14.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of [illegible] per cent. if the risk ends within [illegible] and pro rata for a longer time, until

Prem....$ 360
Policy.....
$ 361.

October 7th 1862 at noon.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said [illegible] whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Eleventh day of October one thousand eight hundred and fifty eight

John E Stevens Secretary. President.

No. 109

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 7000 00

E. L. Barstow

to be insured, lost or not lost, Seven thousand dollars on Oil on board vessel or vessels as valued in the margin At & from Fayal for and to a Port in the United States.

VALUATION.
Sperm Oil, 42½ gal.
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Oil September 23d 1858 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, ~~if she shall so return before~~

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Oil or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Oil or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of 1 & 1/4 per cent. if ~~the risk ends within~~ ~~and pro rata for a longer time~~, until

Prem....$ 87.50
Policy.....
$ 50.00.

to arrive in the United States.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Oil aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Oil whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Ninth day of October one thousand eight hundred and fifty

John C. Howes Secretary. President.

No. 430.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause C Jawn for a of Sarah A Butler. Lo. Amy Gaylord to C Jawn

Sum insured, $ 1875

to be insured, lost or not lost, Eighteen hundred and Seventy five dollars on Ship South Boston. and Outfits hereinafter more fully described in the margin At & from Fairhaven October 8th 1859

VALUATION.
Sperm Oil.
Whale Oil.
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Ship & Outfits October 8th 1859 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before October 8th 1862 at noon

Vessel valued, including Premium, $ 5000

OUTFITS $ 15000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of per cent. if the risk ends within and pro rata for a longer time, until

Prem.... $ 150
Policy..... 1
$ 151

October 8th 1862 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the day of one thousand eight hundred and fifty

John D Hawes Secretary. President.

No. 131

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,
$ 00

Josiah Holmes Jr & Bro.

to be insured, lost or not lost,

Six hundred dollars on Catchings on board Bark Sunbeam as valued in the margin. At and from Banjoangi February 20th 1858

VALUATION.
Sperm Oil, 1 1/2 pr bbl
Whale Oil.
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said (Catchings) as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium,
$

July 2nd 1860 at noon

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said (Catchings) or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said (Catchings) or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Six Months and pro rata for a longer time, until

Prem....$ 4
Policy..... 1
$ 16

July 2nd 1860 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the (Catchings) aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said (Catchings) whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the 1st day of one thousand eight hundred and fifty

John G Hawes Secretary. President.

Copy.

Fairham Dec 13 1855

I hereby assign all my right title and interest and de-
mand under the within Policy to Thomas Myers of Newmarket for
Value rec'd

No. 1 30

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,
$ 4000

Jane E. Taber

to be insured, lost or not lost,

Four thousand dollars on Ship Jane and Outfits proportionally on each as valued in the margin. At & from New Bedford October 9th 1858

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits October 9 1858 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Oct. 9 1862 at noon

Vessel valued, including Premium,
$ 13.000
OUTFITS $9.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within One Year and pro rata for a longer time, until

Prem....$ 320
Policy.... 1

October 9th 1862 at noon

$ 321.
2.66
5-79.66

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

61.55.21
1.7.12
260.
320.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the 9th day of October one thousand eight hundred and fifty 8

John A Rowes Secretary. President.

Copy.

Fairhaven Dec. 13th 1838

I hereby assign all my right. title. benefit and interest in and to the within Policy to Thomas Nye Jr. of New Bedford for value rec'd.

Jane E Taber

Fairhaven Mu Ins Co. Dec 13th 1838

The abv assignment accepted by the Compa.

John D Ames Secy

No. 133

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,

$ [illegible]

to be insured, lost or not lost, [illegible]

and Outfits [illegible]

VALUATION.

Sperm Oil,

Whale Oil,

Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Brig & Outfits October 9. 1858 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

October 19th 1862 at noon

Vessel valued, including Premium,

$ 15.000

OUTFITS $ 7.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said [illegible] or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, [illegible] factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said [illegible] or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, [illegible] executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within One Year and pro rata for a longer time, until

Prem....$ 320 00

Policy..... 1

$ 321 00

October 19th 1862 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said [illegible] whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the [illegible] day of [illegible] one thousand eight hundred and fifty [illegible]

[illegible] Secretary. President.

No. 43[illegible]

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

R L. Barstow

Sum insured, $ 4000 00

to be insured, lost or not lost, Four thousand dollars on Oil on board vessel or vessels as valued in the margin. At & from Fayal September 28th 1858. for & to the United States

VALUATION.
Sperm Oil, 1.25 p gall.
Whale Oil.
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Oil September 28th 1858

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before.

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Oil or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Oil or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Fifteen quarter per cent. ~~if the risk ends within~~ and ~~pro rata for a longer time~~, until

its arrival in the United States

Prem.... $ [illegible]
Policy..... 1

$ 51[illegible]

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Oil aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Oil whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty Eighth day of [illegible] one thousand eight hundred and fifty [illegible]

John A Hawes Secretary. President.

No. 135

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,
$ 1000

to be insured, lost or not lost,

One thousand dollars on Bark Pacific 2d and Outfits. Proportionally on each as valued in the margin At and from New Bedford October 5th 1858

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Bark Pacific October 5th 1858 at noon as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium,
$ 13000

October 5th 1862 at noon

OUTFITS $ 21.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Bark Pacific or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Bark Pacific or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within Twelve months and pro rata for a longer time, until

Prem....$ 30
Policy..... 1

October 5th 1862 at noon

$ 31.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Bark Pacific aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Bark Pacific whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured: and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Fifth day of October one thousand eight hundred and fifty eight

John B Hames Secretary. President.

No. 436.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 1000 ,-

Mary Ev. Smith

to be insured, lost or not lost,

One Hundred [illegible] Ship "Don Lodge" and Outfits, proportionally on each as valued in the margin At and from Middleford November 2. 1838

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark and Outfits November 2nd 1838 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

November 2nd 1862 at noon

Vessel valued, including Premium, $ 6.000

OUTFITS $14.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said [illegible] or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, [illegible] factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said [illegible] or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, [illegible] executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of [illegible] per cent. if the risk ends within Two years and pro rata for a longer time, until

November 2nd 1862 at noon

Prem.... $ 00
Policy.... 1

$ 91.2
2..10
..5..1
310
..1
..1.20
30..11..2
..1..
..1..
..1..

No. 157

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

George F. Hammond

Sum insured, $ 1000 —

to be insured, lost or not lost,

One thousand dollars on Catchings on board the Ship Fairwind now lying in the river Thames from wherever she may (if in safety) July 20th 1855

VALUATION.
Sperm Oil, 1,25 pr gall
Whale Oil, 60 " "
Whale Bone, 90 " "

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings July 20th 1855 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August 5th 1860 at noon

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One Year and pro rata for a longer time, until

Prem....$ 10
Policy..... 1

August 5th 1860 at noon

$ 51

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the 7th day of July one thousand eight hundred and fifty

John E. B.

Secretary. President.

No. 135

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause C. W. Kepler for [illegible] amount of $ [illegible]

Sum insured, $ 1500 on any Payable to. R. W. Kepler.

to be insured, lost or not lost, Fifteen hundred dollars on Ship Running Gear and Outfits, for Pacific Ocean and all other parts of the world. At and from San Francisco November 22d 1858,

VALUATION.
Sperm Oil.
Whale Oil.
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Ship and Outfits, November 22d 1858 at noon.

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before November 22d 1862 at noon

Vessel valued, including Premium, $ 11,000

OUTFITS $ 13000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within one year and pro rata for a longer time, until

Prem....$ 120 00
Policy.... 1
$ 121,

November 22d 1862 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the [illegible] day of [illegible] one thousand eight hundred and fifty [illegible]

[illegible] Secretary. President.

No. 139

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Samuel M. Potter for Ofc $700 for Ofc of Charles H. Weeden $700 ins'd if any double ins'd Samuel M Potter

Sum insured, $ 1400 00

to be insured, lost or not lost, Fourteen hundred dollars on Ship "Mary Ann," and Outfits, proportionally on each as valued in the margin At and from Fairhaven November 22nd 1858

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Ship & Outfits November 22nd 1858 at noon as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before November 22d 1862 at noon

Vessel valued, including Premium, $ 12,000

OUTFITS $ 14,000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two Years and pro rata for a longer time, until November 22nd 1862 at Noon

Prem....$ 112
Policy..... 1
$ 113

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty Second day of November one thousand eight hundred and fifty eight

F. H. Gibbs Secretary. President.

No. 140

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,
$ 1000 00

Miles

G. S. Inglis

to be insured, lost or not lost,

One Hundred dollars on Bark Pioneer and Outfits for ensuing voyage from New Bedford August 10th 1860

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark & Outfits August 10th 1860 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August 10. 1862 at noon

Vessel valued, including Premium,
$ 6000

OUTFITS $ 5000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured. executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Six months and pro rata for a longer time, until

Prem....$ 30 00
Policy..... 1

August 10th 1862 at noon

$ 31 00

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the day of one thousand eight hundred and fifty

John Sloane Secretary. President.

No. 111.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,
$ 1000.

Lc. 7.
[illegible] (Ship,)

to be insured, lost or not lost,

One thousand dollars on Ship Mary Ann and outfits. Jointly & severally on each as valued in the margin. At and from Fairhaven November 26th 1859

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits November 26th 1859 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium,
$ 12.000

November 26th 1862 at noon

OUTFITS $ 14.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said [illegible] or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said [illegible] or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two years and pro rata for a longer time, until

Prem....$ 10
Policy..... 1
$ 1

November 26th 1862 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the [illegible] aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said [illegible] whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days: and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the [illegible] day of [illegible] one thousand eight hundred and fifty [illegible]

John G. Barnes Secretary. President.

No.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,
$ 2500)

L. F.
Lemuel Fyfe

to be insured, lost or not lost,

Twenty Five Hundred dollars on Ship's Many
(Ten Outfits Provisions, &c
Many Fairhaven Nov 26th 1858

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits November 26th 1858 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

November 26th 1862 at noon

Vessel valued, including Premium,
$ 12 000

Outfits $14.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within One Year and pro rata for a longer time, until

Prem....$ 200 00
Policy.....
$ 201)

November 26th 1862 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days: and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the day of one thousand eight hundred and fifty

Secretary. President.

No. 443

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 1750 00

Charles Eldredge.

to be insured, lost or not lost,

Seventeen hundred and fifty dollars on Ship & Boat - Four Suits Outfits. Proportionably on each as valued in the margin. Hand from Fairhaven November 26th 1858.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits. November 26th 1858.

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

November. 26th 1862. at noon

Vessel valued, including Premium, $ 14000

OUTFITS $ 4000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of One per cent. if the risk ends within Six months and pro rata for a longer time, until

Prem....$ 140
Policy.... 1
$ 141,

November. 26th 1862 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty fifth day of November one thousand eight hundred and fifty [illegible]

Secretary. President.

Hanhaven Dec 6. 1862

In Case of loss on the within Policy, I hereby transfer and assign to Josiah Holmes Executor of the Estate of Abm Pease deceased an amount or sum sufficient to pay a Certain Note & the interest on the same signed by me Dec 1. 1860 payable on demand to R W Dexter and Josiah Holmes Executors of said Estate for the sum of One thousand dollars with interest, and also such sums as may be due for any premium Note or Notes signed by said Executors with me or for my account.

Charles Eldredge

60

Hanhaven Dec 6. 1862

Approved and Accepted, provided the loss of any shall occur on the within policy, shall amount to the above sum or sums stipulated in the above transfer or for any less amount

J J Linsley Secretary

No. 1441.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 1,750

L. J. & I. Fisk

to be insured, lost or not lost,

Fourteen hundred and fifty dollars on Ship Manchester and Outfits, for Continually on each as valued in the margin At & from Fairhaven November 26th 1838,

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits November 26th 1838 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

November 26th 1862 at noon.

Vessel valued, including Premium, $ 14.0000

OUTFITS $ 14.0000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said [illegible] or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his, factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said [illegible] or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his, executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two years and pro rata for a longer time, until

Prem....$ 140
Policy..... 1
$ 1411

November 26th 1862 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the [illegible] aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said [illegible] whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days: and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured: and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty Eighth day of [illegible] one thousand eight hundred and fifty [illegible]

John A Stanwood Secretary. President.

No. 443

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 217.

Frederick Macum

to be insured, lost or not lost,

Ten hundred and seventy five dollars on Catchings on board Ship Saratoga as valued by the margin, and Eleven hundred dollars on additions is hereon Catchings and Returns at and from Honolulu. October 8th 1838

VALUATION.
Sperm Oil,
Whale Oil, (Spm)
Whale Bone.

1100 lbs

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings &c. October 8th 1838 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

November 3rd 1860 at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of per cent. if the risk ends within and pro rata for a longer time, until if the risk ends without

Prem....$ 21
Policy..... 1

$ 110
2056
145.64

until November 3rd 1860 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the day of one thousand eight hundred and fifty

John D Hawes Secretary. President.

No. 446

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 2000

Gibbs & Jenney

to be insured, lost or not lost,

Two Thousand dollars on Bone on board Ship Rapid as valued in the margin from Fairhaven to Fayal Volume & the ports from thence to U.S. 1838 for & to New Bedford

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone, 90 M

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bone October 6th 1838 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Ship or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Bone or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Two & one half per cent. if the risk ends within and pro rata for a longer time, until

Prem....$ 50
Policy..... 1
$ 51.

her arrive at New Bedford

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Bone aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Bone whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the day of one thousand eight hundred and fifty

Secretary. President.

No. 44

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 10.000

Fish Robinson & Co

to be insured, lost or not lost,

Ten Thousand dollars on the Bone on board Ship "Jorick" (now [illegible] Whaling [illegible]) at and from the margin. At and from Pahaina 1st October 1838 for 6 to New Bedford.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Valuation.
Sperm Oil,
Whale Oil, 55 pr gall
Whale Bone, 1.00 pr lb.

Bone October 5th 1838 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, ~~if she shall so return before~~

Vessel valued, including Premium, $

Outfits $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said [illegible] or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said [illegible] or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Two ~~and a half~~ per cent. ~~if the risk ends within~~ and pro rata for a ~~longer time~~, until

Prem.... $ 231
Policy..... 1
$ 231

her arrival at New Bedford

And it is hereby agreed, that if the insured shall have made any other insurance upon the [illegible] aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said [illegible] whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the [illegible] day of [illegible] one thousand eight hundred and fifty [illegible]

John D Brown Secretary. President.

No. 445

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause [illegible] for the [illegible]

Sum insured, $ 550

[illegible]

to be insured, lost or not lost,

Five hundred and fifty dollars on Bark Sarah and Outfits proportionally on each as valued in the margin. At and from Mattapoisett Sept.r 24. 1855

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Bark & Outfits, September 28th 1855 at noon

be it once from Seas hours at the wharf in Mattapoisett as aforesaid, and to continue during the voyage aforesaid, until she shall return and ~~anchor North of an East and West line drawn through Palmer's Island Light House~~, if she shall so return before

September 28th 1862

Vessel valued, including Premium, $ 6.000

OUTFITS $ 6.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said [illegible] or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, [illegible] factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said [illegible] or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, [illegible] executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Nine per cent. if the risk ends within One year and pro rata for a longer time, until

Prem....$ 49.50
Policy..... 1
$ 50.50

September 28th 1862 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the vessel [illegible] aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said [illegible] whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the [illegible] day of [illegible] one thousand eight hundred and fifty [illegible]

John E Hawes Secretary. President.

No. 149

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,
$ 1000 00

James E. Robinson

to be insured, lost or not lost,

One Thousand dollars on Catchings on board the Brig Ann & Eliza, as caused on the margin hereof from wherever she may be on the 1st day of October 1849

VALUATION.
Sperm Oil, 125 per gall
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings October 20th 1850 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium,
$

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured. his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of One per cent. if the risk ends within and pro rata for a longer time, until to return for time aforesaid if the risk ends without the

Prem....$ 30 00
Policy..... 1
$ 51 00
25

Arrive Her return to Fairhaven

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the [illegible] day of [illegible] one thousand eight hundred and fifty-one

John G Hawes Secretary. President.

No. 450

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured. $ 1000

Frederick Hiram

to be insured, lost or not lost,

One Thousand dollars on Whale Oil on board the Ship "Tahmia" as valued in the margin, Master for the present Lahaina. October 12th 1858

VALUATION.
Sperm Oil,
Whale Oil, 33⅓ paid
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Whale Oil. October 12th 1858 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August 8th 1860 at noon

Vessel valued, including Premium, $

Outfits $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Oil or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Oil or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One year and pro rata for a longer time, until

Prem....$ 50
Policy..... 1

$ 51

August 8th 1860 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Oil aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Oil whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days: and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the [illegible] day of [illegible] one thousand eight hundred and fifty [illegible]

John [illegible] Secretary. President.

No. 451

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH.

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and, in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Jenney S. Griffe for Ofe of whom it may concern loss if any Payable to Jenney S. Griffe,

Sum insured, $ 1600.

to be insured, lost or not lost, Sixteen hundred dollars on Oil on board vessel or vessels (being Catchings of Bark Jane) as valued in the margin. At & from Fayal to the United States

VALUATION.
Sperm Oil, 1.40 p gall
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel may be named or called: Beginning the Adventure upon the said Oil 1st November 16th 1858 at noon as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, ~~if she shall so return before~~

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Oil or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Oil or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of One & one quarter per cent. ~~if the risk ends within longer time, until~~ and pro rata for a arrival in the United States

Prem....$ 20
Policy.....
$ 21

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Oil aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Oil whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the First day of January one thousand eight hundred and fifty nine

Secretary. President.

No. 452

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Dibbs & Penney for all of whom it may concern (by) any Loss &c. to Dibbs & Penney

Sum insured, $ 10.000

to be insured, lost or not lost, Ten Thousand dollars on Oil and Bone on board Ship Warhawk, (being Catchings of Ship Sharon) is valued in the margin. At & from Honolulu S.I. November 16th 1868. Ports to Newbedford.

VALUATION.
Sperm Oil, 1.35 per gall.
Whale Oil, 55 "
Whale Bone, 00 p. lb.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Oil & Bone November 16th 1868 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, ~~if she shall so return before~~

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Oil & Bone or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss: but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Oil & Bone or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Two and One Half per cent. ~~if the risk ends within~~ ~~longer time~~, until ~~and pro rata for a~~ her arrival at Newbedford

Prem....$ 250
Policy..... /
$ 251

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Oil & Bone aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Oil & Bone whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty Sixth day of January one thousand eight hundred and fifty nine

John G. Hawes Secretary. President.

66
67
133

No. 153

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Joseph Hamblin Jr

Sum insured, $ 825.

to be insured, lost or not lost. Eight hundred and Twenty five Dollars on Ship Hesper and outfits for Fortunately and Perils as named in the margin, At and from Cont'd Page 3d Col 3d

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Ship & Outfits, January 22nd 1859 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

January 22nd 1863 at noon

Vessel valued, including Premium, $ 13.000

OUTFITS $ 1.000

And it shall be lawful for the said vessel, in her voyage. to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Six Years and pro rata for a longer time, until

Prem....$ 06
Policy..... 1
$ 07

January 22nd 1863. at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days: and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty Second day of January one thousand eight hundred and fifty nine

John G Barnes Secretary. President.

Steinhauer Febr. 18 1860

$ 54.32 Rec'd of the Lauhachin M. M. Ins Co. Fifty four 32/100 dollars for loss and return on loss due on the within policy was "made out" by Wm C. Taylor.

Josiah Heaumbleu Jr
By William M. Durbin Atty

No. 134.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Jenney & Tripp for ye of whom it may concern ℔s. of any

Sum insured, $ 8.000

payable to. Jenney & Tripp

to be insured, lost or not lost, Eight Thousand) dollars on Oil and Bone or board Ship Washington Allston as valued in the margin (being Catchings of Ship Rebecca Sims 1st Att and from Helo November 11th 1858)

VALUATION.
Sperm Oil.
Whale Oil. 56 pr gall
Whale Bone. 90 " lb

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Oil & Bone. November 11th 1858. at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, ~~if she shall so return before~~

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Oil & Bone or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Oil & Bone or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Two on half per cent. ~~if the risk ends within and pro rata for a longer time~~, until arrival in the United States

Prem....$ 200
Policy....
$ 201

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Oil & Bone aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Oil & Bone whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty Eighth day of January one thousand eight hundred and fifty Nine

John G Hawes Secretary. President.



No. 455

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Samuel C. Tripp for Whom it may Concern. Tripp & Ass'n

Sum insured, $ 2000 —

payable to. Samuel C. Tripp

to be insured, lost or not lost, Two thousand dollars on Oil & Bone on board the Ship "Washington Allston" as valued in the margin during Catchings of Ship Oregon, N. Bedford

November 15 1858

VALUATION.
Sperm Oil, 1.50 ₱ gall
Whale Oil, 50 " "
Whale Bone, 75 " lb

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Oil & Bone November 15th 1858 at noon as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, ~~if she shall so return before~~

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Oil & Bone or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Oil & Bone or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Three Half per cent. ~~if the risk ends within~~ and pro rata for a ~~longer time~~, until Arrival in the United States

Prem....$ 30
Policy..... 1
$ 31

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Oil & Bone aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance: provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Oil & Bone whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty third day of November one thousand eight hundred and fifty [illegible]

John D Rawson Secretary. President.

Rec'd of the Lanham M M In Co - fifteen dollars for general average loss on Policy No. 455
Oct 3. 69

Lewis Tipp

No. 456

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 400 00

Ebenezer S. Gammell

to be insured, lost or not lost,

Four hundred dollars on Ship's Hull & Outfits proportionally on such as valued on the manner. At and from Fairhaven January 31. 1859

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship's Outfits Jany 31. 1859 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium, $ 13000

January 31. 1863 at noon

OUTFITS $3,000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within One Year and pro rata for a longer time, until

Prem....$ 32.
Policy..... 1
$ 33

January. 31. 1863 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the First day of February one thousand eight hundred and fifty nine

John Evans, Secretary. President.

Taunton July 8/60

$26.35 Rec'd of the Taunton Mut Fire Ins Co Seventy five 35/100 dollars for loss and interest on loss due on the within policy assigned by Wm H Taylor

Ebenezer G. Grinnell
By William M. Grinnell Pres.

No. 457

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH.

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 400

Benjamin F Tabers

to be insured, lost or not lost,

Four hundred dollars on Catchings on board Ship Ansel Gibbs as valued in this [illegible] and [illegible] if so safely. Oct. 20. 1858

VALUATION.
Sperm Oil, 1.50 per [illegible]
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings October 20th 1858 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, ~~if she shall so return before~~

Vessel valued, including Premium. $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said [illegible] or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One Year and pro rata for a longer time, until to return for time insured if the risk ends without loss. Amounting to [illegible] pr ct,

Prem....$ 20
Policy..... 1
$ 21

until New arrival @ Fairhaven

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the [illegible] day of [illegible] one thousand eight hundred and fifty [illegible]

John A Howard Secretary. President.

No. 458

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH.

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Jenny S. Tripp for ofs whom it may concern. Ofs

Sum insured, $ 1260 00

any payable to. Jenny S. Tripp

to be insured, lost or not lost,

Twelve hundred and Sixty dollars on Provisions and freight money as valued in the margin, on board the Ofs "Barton" At Sea from Boston March 9th for and to Honolulu

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Provisions &c. March 9th 1859 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island ~~Light~~ House, if she ~~shall so return before~~

Provisions & freight money

Vessel valued, including Premium, $ 1260 ''

OUTFITS $ ——

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Provisions &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Provisions &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured. Their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. ~~if the risk ends within~~ and ~~pro rata for a longer time, until~~

Prem....$ 25.20
Policy..... 1
$ 26.20

Arrival at Honolulu S.I.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Provisions &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance: provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Provisions &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Ninth day of March one thousand eight hundred and fifty Nine

John G. Maine, Secretary. President.

No. 154

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 700 —

Samuel Stuteward & for ∂ of whom it may concern

Ct of any payable to Samuel Stuteward &

to be insured, lost or not lost,

Seven hundred dollars on Provisions & Stores on board Bark Eliza Barr as valued in the margin At and from, New York. March 18th 1839 for to Bermudas.

VALUATION.

Sperm Oil,

Whale Oil,

Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Provisions &c. March 18th 1839 at noon

as aforesaid, and to continue during the voyage aforesaid, ~~until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before~~

Freight

Vessel valued, including Premium, $ —

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Provisions &c. or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Provisions &c. or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five — per cent. ~~if the risk ends within longer time, until~~ and ~~pro rata~~ for a

Prem....$ 14 —

Policy..... 1

$ 14 PC

arrival at Port of destination as aforesaid

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Provisions aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Provisions &c. whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Ninth day of March one thousand eight hundred and fifty nine

Secretary. President.

No. 160

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 900

Jenney & Griffs

to be insured, lost or not lost,

Nine hundred dollars on Barky Zone and (Outfits) proportionally on each as valued in the margin (At & from Fairhaven Augst. 19th 1858)

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Barky Zone Augst. 19th 1858 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Augst 19th 1862 at noon

Vessel valued, including Premium, $ 16.000

Outfits $ 16.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within One year and pro rata for a longer time, until

Augst 19th 1862 at noon

Prem....$ 72,
Policy.....

$ 73.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty fourth day of August one thousand eight hundred and fifty Nine

John C Ware Secretary. President.

No. 161

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 1100.

Frank Wm. Bates.

to be insured, lost or not lost,

Eleven hundred dollars on Catchings on board Bark Desdemona as valued in the margin At and from "Bay of Islands" July 30. 1858.

VALUATION.
Sperm Oil, 125 gall
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings July 30th 1858 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before November 7th 1859 at noon

Vessel valued, including Premium, $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One Year and pro rata for a longer time, until November 7th 1859 at noon

Prem....$ 55
Policy..... 1
$ 56

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the five day of June one thousand eight hundred and fifty nine

John C. Briggs Secretary. President.

No. 462.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Fibbs & Denney for ag. & whom it may concern. Lop if any

Sum insured, $ 5000

payable to Fibbs & Denney

to be insured, lost or not lost, Five Thousand dollars on Sperm oil on board Ship Ansel Fibbs as valued in the margin, At & from thence She was f in Safety. October 19th 1858

VALUATION.
Sperm Oil, 1.45 pr gall
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Sperm oil. October 19th 1858 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Sperm oil or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss: but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Sperm oil or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Free per cent. if the risk ends within Six Years and pro rata for a longer time, until to return for time not used if the risk ends within Six Months by Surrender for Cancellation

Prem....$ 250
Policy..... 1
$ 251.

Arrival at Fairhaven

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Sperm oil aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Sperm oil whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days: and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Eleventh day of June one thousand eight hundred and fifty four

John Avery Secretary. President.

137
136
273
1765.96
4438.96

No. 463

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

David B. Kempton.

Sum insured, $ 1700

to be insured, lost or not lost.

Seventeen hundred dollars on Bark Waverley and Outfits. Sprpotionally on each as valued in the margin. At & from New Bedford Apnl 26th 1839.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark & Outfits Apnl 26th 1839 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Apnl 26th 1863 at noon

Vessel valued, including Premium, $ 1300

Outfits $ 20.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two Years and pro rata for a longer time, until

Prem....$ 136.
Policy..... 1
$ 137.

Apnl 26th 1863 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of ~~said Fairhaven~~ Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Thirtieth day of Apnl one thousand eight hundred and fifty Nine

John D. Brown Secretary. President.

No.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,

$

to be insured, lost or not lost,

VALUATION.

Sperm Oil,

Whale Oil,

Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium,

$

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of per cent. if the risk ends within and pro rata for a longer time, until

Prem....$

Policy.....

$

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the day of one thousand eight hundred and fifty

Secretary. President.

83 48
82.48
165.96

No. 465

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,
$ 1031 ~~50~~

Thomas N. Allen

to be insured, lost or not lost,

Ten hundred and thirty one dollars on Bark "Waverley" and Outfits. proportionally on each as valued in the margin. At & from New Bedford. Apr. 26th 1869.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark & Outfits. Apr. 26th 1869. at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium,
$ 13.000

Apr. 26th 1863. at noon

OUTFITS $ 20.0000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to. touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two years and pro rata for a longer time, until

Prem.... $ 82.48
Policy..... 1
$ 83.48

Apr. 26th 1863 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Tenth day of May one thousand eight hundred and fifty three

John A. Hames Secretary. President.

No. 466

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 3000 00

A. S. Higgins

to be insured, lost or not lost,

Three Thousand dollars on Bark "Elizabeth Swift" and Outfits proportionally on each as valued in the margin. At and from New Bedford May 3d 1859.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark & Outfits. May 3d 1859 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

May 3d 1863. at noon

Vessel valued, including Premium, $ 20.000

OUTFITS $ 25 00 0

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured. his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Ten Years and pro rata for a longer time, until

Prem.... $ 240.
Policy.... 1
$ 241.

May 3d 1863 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Ninth day of May one thousand eight hundred and fifty Nine

John Adams Secretary. President.

Fairhaven Oct. 3. 1859

For value received I hereby assign & transfer my interest in the within Policy to Isaac Terry

N. S. Higgins

Witness

F. R. Shurtleff Broker

No. 167

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 2000

James R Tinnes

to be insured, lost or not lost,

Five Thousand dollars on Ship James R Crapo

Jointly Severally on each as valued in the margin. At and from

New Bedford October 9th 1858

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark R Outfits October 9th 1858 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

October 9th 1862 at noon

Vessel valued, including Premium, $ 13.000

OUTFITS $ 19.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Five years and pro rata for a longer time, until

Prem....$ 160
Policy..... 1
$ 161.

October 9th 1862 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Tenth day of May one thousand eight hundred and fifty nine

John D Hanes Secretary. President.

No. 1685

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Smyth & Allen for Ag[t] of whom it may concern. Lop of any Loyalty to ~~Smyth~~ Smyth & Allen,

Sum insured, $ 3000 ;

to be insured, lost or not lost, ~~to~~ the Charmain, tolerd on Sperm and Whale Oil on board Brig Peruvia, as valued in the margin. At & from Talcahuano. Jord to Middleford,

VALUATION.
Sperm Oil, 140 pr gall
Whale Oil, 50 " "
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and ~~to sell her Catchings, or ship them home at the risk of the assured,~~ or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Sperm & Whale Oil

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, ~~if she shall so return before~~

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Oil or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Oil or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of One & three quarters per cent. ~~if the risk ends within longer time, until~~ and ~~pro rata for~~ a annual at Middleford

Prem....$ 87.50
Policy.....
$ 88.50

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Oil aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Oil whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty 1st day of May one thousand eight hundred and fifty two.

Secretary. President.

No. 469

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH.

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Edmund Allen for a/c of whom it may concern ldp if any

Sum insured, $ 7490

Payable to. Edmund Allen

to be insured, lost or not lost,

" Seven Four hundred and fifty dollars on Whales Outfits" Bright money (as per invoice filed) on board Ship Lomita Bradlee Master from Boston May 13th 1859 for a voyage to Honolulu S.I.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

~~wherever she may go on a whaling voyage~~, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Outfits &c May 13 1859 at noon

as aforesaid, and to continue during the voyage aforesaid, ~~until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before~~

Premium Inclusive
Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Outfits &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Outfits &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Two — per cent. ~~if the risk ends within~~ ~~and pro rata for a longer time, until~~ arrival at Honolulu

Prem....$ 149
Policy.....
$ 150

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Outfits &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Outfits &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Thirteenth day of May one thousand eight hundred and fifty nine.

John C. Howes Secretary. President.

No. 470

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Caleb. King for a/c of whom it may concern. Lop if any payable

Sum insured, $ 5000

to Caleb King

to be insured, lost or not lost, Five Thousand dollars on Bark Massasoit & Outfits

proportionally on each as valued in the margin. At & from

"Fayta" Feby 9th 1859.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel or Master thereof is or shall be named or called: Beginning the Adventure upon the said

Bark's Outfits. Feby 9th 1859 at noon
be valued at the above in multiples.

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor ~~North of an East and West line drawn through Palmer's Island Light House~~, if she shall so return before

May 22d 1862 at noon

Vessel valued, including Premium, $ 12.000

OUTFITS $ 13.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Nine per cent. if the risk ends within Six Months and pro rata for a longer time, until

Prem....$ 450
Policy.....

451.
218.75
669.75

May 22. 1862 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel or aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Thirtieth day of April one thousand eight hundred and fifty Nine.

John Loines
Secretary.

President.

Copy

In value received I hereby assign all my right and interest in the within Policy to

Caleb Cushing

Witness
John Adams.
Secy P.M.M. Co

August 15/59

No. 471

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 1000

James L. Coy

to be insured, lost or not lost,

One thousand dollars on Bark Pamelia and Outfits proportionally on each as valued in the margin. At & from New Bedford, May 4th 1859

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

vessel & Outfits May 4th 1859 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

May 4th 1863 at noon

Vessel valued, including Premium, $ 8.000

OUTFITS $16.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of None per cent. if the risk ends within Four Years and pro rata for a longer time, until

Prem....$ 90
Policy.....
$ 90

May 4th 1863 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty first day of May one thousand eight hundred and fifty nine

Secretary. President.

No. 472

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Abraham Delano

Sum insured, $ 1.500 00

to be insured, lost or not lost, Fifteen hundred dollars on Bark Ocean Rover and Outfits proportionally on each as valued in the margin. At & from Matthapoisett May 24th 1859.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

vessel & Outfits. May 24th 1859 at Marion at the wharf in Matthapoisett

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

May 24th 1863. at noon

Vessel valued, including Premium, $ 15000

OUTFITS $21.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said vessel & Outfits or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel & Outfits or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Four years and pro rata for a longer time, until

Prem....$ 120 00
Policy..... 1
$ 121.

May 24th 1863 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel & Outfits aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel & Outfits whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the twenty fourth day of May one thousand eight hundred and fifty nine

John A Vance Secretary.

President.

Received Dantzic Jany 3. 1863
from the Dantzic Mutual Marine Ins. Company
Fifteen Hundred Dollars in full for total loss
on the within policy

Abraham Delano

#1500.

No. 43

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Caleb King for a/c of Hana Britt 1200. Joseph Hudson 400. Caleb King 400 Slp if any payable to Caleb King

Sum insured, $ 2000

to be insured, lost or not lost.

Two thousand dollars on Bark Manasah and Outfits. proportionally on each as valued in the margin At & from Payta Feby 9th 1859

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark & Outfits Feby 9th 1859 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

May 22d 1862 at noon

Vessel valued, including Premium, $ 12.000

OUTFITS $12.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Nine per cent. if the risk ends within Ten Days and pro rata for a longer time, until

Prem....$ 180
Policy.....
$ 181
12.75
193

May 22. 1862 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

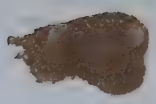
The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty fifth day of May one thousand eight hundred and fifty two

John D Evans Secretary. President.



No. 1 1

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH.

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,
$ 1770

F. R. Whitwell

to be insured, lost or not lost,

Seventeen hundred and Seventy dollars on Bounds. Freight money &c on the usual Fish or Sperm Ship Stock Boat &c from Salem Aug 13th 1859. for to Honolulu SI.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bounds &c May 13th 1859 at noon

as aforesaid, and to continue during the voyage aforesaid, ~~until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House~~, if she shall so return before

Bounds &c Freight money &c
Vessel valued, including Premium,
$ 1770

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Bounds &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Bounds &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. ~~if the risk ends within~~ and pro rata for a ~~longer time~~, until

Prem....$ 35.40
Policy..... 1
$ 36.40

arrive at Honolulu.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Bounds &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Bounds &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty Third day of May one thousand eight hundred and fifty Nine.

John G Deane Secretary.

President.

No. 475

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 1500 on

Jonathan E. Delano

to be insured, lost or not lost,

Fifteen hundred dollars on Bark's Own Four on Outfits. Proportionally on each as valued in the margin. At and from Mattapoisett May 26th 1859.

VALUATION.
Sperm Oil,
Whale Oil.
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called. Beginning the Adventure upon the said

Bark & Outfits. May 26th 59 at noon
& moored at the wharf in Mattapoisett

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

May 26th 1863 at noon

Vessel valued, including Premium, $ 18.000

OUTFITS $ 18.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the, President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within One year and pro rata for a longer time, until

Prem....$ 120
Policy.... 1
$ 121

May 26th 1863 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance: provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty sixth day of May one thousand eight hundred and fifty nine.

John E Soanes
Secretary.

President.

Copy -

New Brighton May 23. 1866.

For valuable consideration I hereby transfer all my interest in the within policy to Abraham Delano.

Ebenezer E. Leland.

Ofpe Fairhaven M M Ins Co
Fairhaven May 24 1866

The above assignment approved

John Adams Secy.

Rec'd. Fairhaven July 3. 1863
from the Fairhaven Mutual Marine Ins. Co. Fifteen hundred Dollars in full for total loss on the within policy

$1500.

Abraham Delano

No. 476

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,
$ 6000

J. R. Winsor.

to be insured, lost or not lost, Six thousand dollars on Ship, Tackle & Outfits,

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

Interchangeably as each is valued in the margin Hereof from New Bedford May 30th 1859.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits May 30th 1859 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

May 30th 1863 at noon

Vessel valued, including Premium,
$ 24.000

OUTFITS $ 24.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Six Months and pro rata for a longer time, until

Prem....$ 480.
Policy..... " 1.00
$ 2481.

May 30th 1863 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Thirtieth day of May one thousand eight hundred and fifty nine.

John S. Hames Secretary. President.

No. 477

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 2500 00

Samuel B. Hawes,

to be insured, lost or not lost,

Twenty five hundred dollars on Catchings on board Ship Ocean as valued in the margin, At and from "New Zealand" February 1st 1859,

VALUATION.
Sperm Oil, 130 pr gall
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings February 1. 1859 at noon as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium, $

October 22. 1860 at noon

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One Year and pro rata for a longer time, ~~until to return for time not used if the risk ends without loss warranting Eight per cent.~~

Prem....$ 125,
Policy.....

until October 22nd 1860 at noon

$ 126.
55
71.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

361. 115 - 1
168
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78 0

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

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0. 2. 12
3. 18

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty first day of February one thousand eight hundred and fifty nine

John B Hawes Secretary. President.

No. 478

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH.

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause E Jarvis for Self Oxnam & Mig Com. Off. & any Payable to E Jarvis.

Sum insured, $ 2022.

to be insured, lost or not lost, Two thousand and twenty two dollars on Whalebone on board Ship Horn (being Outfitts of Ship And valued in the margin) At and from Honolulu Sandwich Islds for and to the United States

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone, 95.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Whalebone. Said 22d May at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall ~~return and anchor North of an East and West line drawn through Palmer's Island Light House~~, if she shall so return before

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Whalebone or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Whalebone or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Ten dollars per cent. if the risk ends within ~~longer time, until~~ and ~~pro rata for a~~ arrival & port of discharge in United States

Prem....$ 50.55
Policy..... 1
$ 51.55

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Whalebone aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Whalebone whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the [illegible] day of [illegible] one thousand eight hundred and fifty [illegible],

John E Howe Secretary. President.

No. 479

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,
$ 600.

James Pope 2d

to be insured, lost or not lost,

Six hundred dollars on Brig Boston & Outfits
Interest on each as value in the margin. At and
from "Sippican" June 1st 1859

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Brig & Outfits June 1. 1859 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

June 1. 1863 at noon

Vessel valued, including Premium,
$ 5.000

OUTFITS $ 5.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five and a Half per cent. if the risk ends within One Year and pro rata for a longer time, until

Prem....$ 33
Policy.....

June 1. 1863 at noon

$ 24
8.06
42.39

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

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It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

264
264
240 8.06

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the 11th day of June one thousand eight hundred and fifty two.

John L. Davis
Secretary.

President.

No. 450

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Daniel J. Lewis for Self & Owners. ship of any Boyalle &c.

Daniel J. Lewis

Sum insured, $ 700

to be insured, lost or not lost, Seven hundred dollars on Catchings on board Ship "Richard" as value in the margin At and from Honolulu Nov 3rd 1859

VALUATION.
Sperm Oil, 1,50 ½ gall
Whale Oil, 48
Whale Bone, 75 Pollb

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Catchings Nov 3. 1859 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before August 19th 1861. at noon

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One Year and pro rata for a longer time, until

Prem....$ 35
Policy..... 1
$ 36

August 19th 1861. at noon

And it is hereby agreed, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Thirtieth day of June one thousand eight hundred and fifty nine

John A. Howes Secretary. President.

No. 481

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,
$ 800

Isaac E. Horton

to be insured, lost or not lost,

Eight hundred dollars on Catchings on board ship James Allen, as valued in the margin. At and from whence she was. sailed in safety June 7th 1859.

VALUATION.
Sperm Oil, 1.35 per gall
Whale Oil, 48. " "
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Catchings June 7th 1859 aforesaid

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, ~~if she shall so return before~~

Vessel valued, including Premium,
$

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Catchings or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel. unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Catchings or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One Year and pro rata for a longer time, ~~until~~ to return for time not used if the risk ends without loss. Running Five & one half per cent until arrival at New Bedford

Prem....$ 40
Policy..... 1
$ 41.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Catchings aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Catchings whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured: and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Fourth day of June one thousand eight hundred and fifty nine.

Secretary. President.

No. 452

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured.
$ 1500

Elnathan E. Delano.

to be insured, lost or not lost, Fifteen Hundred Dollars on Bark Marion and Outfits. proportionally on each as valued in the margin. At and from New Bedford June 7th 1859.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Bark & Outfits. June 7th 1859 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

June 7th 1863 at noon

Vessel valued, including Premium,
$ 8.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $ 17.000

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Four Years and pro rata for a longer time, until

Prem....$ 120.-
Policy.... 1
$ 121.

June 7th 1863 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Ninth day of June one thousand eight hundred and fifty nine

John [illegible] Secretary.

President.

No. 1 2

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Gibbs & Jenney for (as) of whom it may concern. &c as may hereafter appear

Sum insured,
$ 10.000 cs

Gibbs & Jenney.

to be insured, lost or not lost,

Ten Thousand dollars on Sperm Oil on board Bark "Essex" (being Catchings of Gibbs & Jenney) as valued

VALUATION.
Sperm Oil, 1.35 Bbl and on the margin. At and from "Bay of Islands" March 6th 1839.
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Sperm Oil March 6th 1839 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

Vessel valued, including Premium,
$

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Sperm Oil or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, Their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Sperm Oil or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, Their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within One Year and pro rata for a longer time, until to return for time not used if the risk ends without Loss. managing Int & one Half per cent

Outfits $

Prem....$ 500
Policy..... 1

$ 501
250
251

until arrival at New Bedford

And it is hereby agreed, that if the insured shall have made any other insurance upon the Sperm Oil aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Sperm Oil whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days: and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Tenth day of June one thousand eight hundred and fifty nine

John D Ware Secretary. President.

LD

No. 184

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH.

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Jenny C. Sisson for the Gorham it may concern to Jenny Bugabee to Jenny C. Sisson.

Sum insured,
$ 4500 00

to be insured, lost or not lost, Ten Hundred dollars Whaleboat, or Boat "Professor Polonska" as valued in the margin. At and from Bar Beach June 13th for & to New York.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone, 70 Pr lb

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Whaleboat June 13th 1853 at noon

as aforesaid, and to continue during the voyage aforesaid, ~~until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before~~

Vessel valued, including Premium,
$

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Whaleboat or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Whaleboat or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of One quarter of one per cent. ~~if the risk ends within~~ and pro rata for a ~~longer time~~, until arrival at New York

OUTFITS $

Prem....$ 1125
Policy..... X

$ 1125

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Whaleboat aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Whaleboat whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the 13th day of June one thousand eight hundred and fifty

John A Ames Secretary. President.

No. 483

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Fish. Robinson & Co for Ye Fortune & Mary Duncan, Ors if any payable to. Fish. Robinson & Co.

Sum insured, $ 10.000

to be insured, lost or not lost,

Ten Thousand dollars on Sperm Oil and Whalebone on board Ship Isaac Hosford (being Ex Stores & Fish Hondu as valued on the margin. At and from "Russell" New Zealand January 21. 1859.

VALUATION.
Sperm Oil, 1.35 Egm
Whale Oil,
Whale Bone, 70 p. Ct.

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Oil & Bone. January 21. 1859 at noon.

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, ~~if she shall so return before~~

Vessel valued, including Premium, $

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Oil & Bone or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Oil & Bone or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within Five month, and pro rata for a longer time, until

Prem....$ 2.00
Policy.....
$ 2.01

arrival at Fairhaven.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Oil & Bone aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Oil & Bone whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Tenth day of June one thousand eight hundred and fifty Nine.

Secretary. President.

No. 456

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Jenney & Fripp for ye. of whom it may concern, as Fany Payable to Jenney & Fripp

Sum insured, $ 5600

to be insured, lost or not lost, Fifty Six hundred dollars on Bark Hudson and Outfits for Cortin viz as each as valued in the margin At and from Fairhaven July 6th 1859

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Bark & Outfits July 6th 1859 at noon as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before July 6 1863. at noon

Vessel valued, including Premium, $ 14.000
OUTFITS $ 16.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two Years and pro rata for a longer time, until July 6th 1863 at noon

Prem....$ 448
Policy..... 1
$ 449.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the [illegible] day of July one thousand eight hundred and fifty [illegible]

John D Adams Secretary. President.

No. 187

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Rland Fish for Jos & Alvin F. Fish. Esqs. loss if any payable to Rland F. Fish

Sum insured, $ 1000

to be insured, lost or not lost,

One Thousand dollars on Bark Anderson & Outfits for portion only on each as valued in the margin. At & from Fairhaven July 6th 1863

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof is or shall be named or called: Beginning the Adventure upon the said Bark & Outfits July 6th 1863 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before July 6th 1863 at noon

Vessel valued, including Premium, $ 14.000

OUTFITS $ 16.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Six Months and pro rata for a longer time, until July 6th 1863 at noon

Prem....$ 80
Policy..... 1
$ 81

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Eighth day of July one thousand eight hundred and fifty Nine

John C Vose Secretary.

President.

No. 118

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH.

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,
$ 1100

B. Ewer & Co

to be insured, lost or not lost,

Eleven hundred dollars on Bark Hudson and Outfits proportionally on each as valued in the margin Att. from Fairhaven July 6th 1859.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark & Outfits July 6th 1859 at now

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

July 6th 1863 at now

Vessel valued, including Premium,
$ 15000

OUTFITS $ 3000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two years and pro rata for a longer time, until

Prem....$ 88
Policy..... 1
$ 89

July 6th 1863 at now

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Sixth day of July one thousand eight hundred and fifty Nine.

Wm Adams Secretary. President.

Copy

Taunton Febry 20. 1860

I hereby transfer all my right title and interest
in the within Policy to Joseph B Tabor for value received

B Eaton Jr Secretary pro tem
of the Com

Office Taunton Mut Fire Ins Co

The above assignment approved
& John A Crawley Secy

No. 169

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause Robert Swain for 1/4 of Ship 125 for 1/4 of Brig Peter Peaks $1250. 100 for any

Sum insured, $ 375

payable to Robert Swain

to be insured, lost or not lost,

Two Thousand three hundred and Seventy five Dollars on said Vessel Outfits Provisions and Stores as Insured in the Insurance Co. from Fairhaven July 25th 1839

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called; Beginning the Adventure upon the said

Bark & Outfits. July 25th 1839. at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

July 25th 1863 at noon

Vessel valued, including Premium, $ 10.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

OUTFITS $ 10 000

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Nine per cent. if the risk ends within Two Years and pro rata for a longer time, until

Prem....$ 463,75
Policy.....
$ 1484,75

July 25th 1863 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty 4th day of July one thousand eight hundred and fifty three

John A Rowe Secretary.

President.

No. 190

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,
$ 250 00

E. G. Morton

to be insured, lost or not lost,

Twelve hundred and fifty dollars on Bark Pinkroot and Outfits, imperially on each as valued on the margin At & from Fairhaven July 26th 1859

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark & Outfits July 26th 1859 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

July 26th 1863 at noon

Vessel valued, including Premium,
$ 10.000

OUTFITS $ 10.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Nine per cent. if the risk ends within Two Years and pro rata for a longer time, until

Prem....$ 112.50
Policy..... 1
$113.50

July 26th 1863 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Second day of July one thousand eight hundred and fifty Nine

Wm Williams Secretary. President.

No. 49

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause [illegible] for all of Jonas C. Bourne (Jr.) if any [illegible] to be insured, lost or not lost,

[illegible]

Sum insured, $ 300

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

[illegible] Bedford May 12th 1859

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

[illegible] May 12th 1859 noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

May 12 1863 at noon

Vessel valued, including Premium, $ 300

OUTFITS $

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said [illegible] or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said [illegible] or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Two years and pro rata for a longer time, until

May 12th 1863 at noon

Prem....$ 24
Policy..... 1
$ 25

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the [illegible] aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said [illegible] whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the [illegible] day of August one thousand eight hundred and fifty [illegible]

John G. Hawes Secretary. President.

Fauham Nov. 21.

$ 277.07 Rec'd of the Fauham Mutual Marine Ins Co
two hundred and seventy seven 7/100 dollars in full for
loss due on the within policy —

J. G. Baume
P. Emerson

Memorandum

Ins from Sept 25.

By Prm note.
" int
" balance

306
2.80
302.80

25.
73
277.07
302.80

241
120
20
3
383
801
1184

No. 492

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 3000

E. Sawin

to be insured, lost or not lost, Three thousand dollars on Bark Joseph Maxmee and Outfits Proportionally on such as valued in the margin At & from Fairhaven 1st August 25th 1859.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Bark & Outfits August 25th 1859 at noon,

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August 25th 1863 at noon

Vessel valued, including Premium, $ 16.000

OUTFITS $ 16.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured. His executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within Six Years and pro rata for a longer time, until

Prem....$ 240
Policy..... 1
$ 241

August 25th 1863 at noon.

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the twenty fifth day of August one thousand eight hundred and fifty nine

Thos. D. Evans Secretary. President.



No. 193.

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,
$ 5,000

F. R. Whitwell.

to be insured, lost or not lost,

Five Thousand dollars on Bark Joseph Magnee and Outfits. Jointly or severally on each as valued in the Margin

At & from Fairhaven August. 27th 1859.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark & Outfits. August. 27th 1859 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

August. 27th 1863 at noon

Vessel valued, including Premium,
$ 16.000

OUTFITS $ 16.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &s or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &s or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Eight per cent. if the risk ends within One Year and pro rata for a longer time, until

Prem....$ 100
Policy..... 1
$ 101½

August 27th 1863 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &s aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &s whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty seventh day of August one thousand eight hundred and fifty nine

John R. Spaves Secretary. President.

No. 191

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 2.000

I M. Howland.

to be insured, lost or not lost,

Two thousand dollars on Ship Geo Washington as per Outfits, proportionally on each as valued in the margin

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

At and from Lahaina Ahre 17. 1859

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said Vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Ship & Outfits. Ahre 17. 1859 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

October 1st 1861 at noon

Vessel valued, including Premium, $ 17.000

OUTFITS $ 17.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Vessel &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Nine per cent. if the risk ends within and pro rata for a longer time, ~~until~~ if return, for time not used if the risk ends without Ice warranty five per cent. until

Prem....$ 180
Policy..... 1
$ 181.
7.75
188.75

October 1st 1861. at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance: provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

720 - 180 - 31
31.
180
540
7.75
540
540
5000
3600
3600

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Twenty Seventh day of August one thousand eight hundred and fifty Nine

John L Wares Secretary. President.

11

11

	360
1 —	180
6 mo	90
3 "	45
1 " —	15
	330
	329

No. 19

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured,
$ 4000.00

R. L. Bastow

to be insured, lost or not lost,

Four Thousand dollars on Bark Samuel Thomas and Outfits for a voyage, as per a valued in the margin At and from Fairhaven. Mediterranean Sea. Sept 29th 1859.

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said

Bark & Outfits September 29th 1859 at noon

as aforesaid, and to continue during the voyage aforesaid, until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before

September 29th 1863 at noon

Vessel valued, including Premium,
$ 10.000
OUTFITS $ 10.000

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Bark & Outfits or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Vessel &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of Five per cent. if the risk ends within Six years and pro rata for a longer time, until

Prem....$ 360
Policy.....
$ 360

September 29th 1863 at noon

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Vessel &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Vessel &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

It is also agreed, that this Policy shall not attach on Oil Catchings until the Blubber is boiled, and the Oil put in casks—nor on other articles of catchings, until stowed below deck—nor upon Oil while continued on deck longer than is necessary to prepare it for stowing below. Catchings lost or jettisoned previous to being so secured, in whatever state they may be, shall not be contributed for in General Average. It is agreed, that taking Elephants or Seals is a deviation from the conditions of this Policy.

The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Second day of September one thousand eight hundred and fifty three

John E. Reeves Secretary. President.

No. 146

By the Fairhaven Mutual Marine Insurance Company of Fairhaven.

THIS POLICY OF INSURANCE WITNESSETH,

THAT the Fairhaven Mutual Marine Insurance Company, do by these PRESENTS, and in pursuance of their ACT OF INCORPORATION and the BY-LAWS of said Company, cause

Sum insured, $ 400

Samel Stutevant Jr.

to be insured, lost or not lost,

Four hundred dollars on Provisions, Shooks &c, on board Bark William Henry as valued in the margin, At & from New Bedford July 20th 1839 for & to Fayal

VALUATION.
Sperm Oil,
Whale Oil,
Whale Bone,

wherever she may go on a whaling voyage, with liberty to touch at all ports or places for refreshments, and to sell her Catchings, or ship them home at the risk of the assured, or to take freight when homeward bound, whereof is Master for this present voyage, or whoever else shall be Master in the said vessel, or by whatsoever other name or names the said vessel, or Master thereof, is or shall be named or called: Beginning the Adventure upon the said Provisions &c July 20th 1839. aforesaid, and to continue during the voyage aforesaid, ~~until she shall return and anchor North of an East and West line drawn through Palmer's Island Light House, if she shall so return before~~

Vessel valued, including Premium, $ 400

OUTFITS $ ——

And it shall be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this Insurance.

Touching the adventures and perils which the said Insurance Company are contented to bear, and take upon them in this voyage, they are of the Seas, Fire, Enemies, Pirates, assailing Thieves, Restraints and Detainments of all Kings, Princes or People, of what nation or quality soever, Barratry of the Master, (unless the insured be owner of the vessel,) and of Mariners, and all other losses and misfortunes, which have or shall come to the damage of the said Provisions &c or any part thereof, to which Insurers are liable by the rules and customs of Insurers in Boston; provided, that the Insurers shall not be liable for any partial loss for Chains and Anchors, nor on the said Vessel, unless it amount to five per cent. on forty dollars per ton of the vessel's measurement, exclusive, in each case, of all charges and expenses incurred, for the purpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, his factors, servants and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said Provisions &c or any part thereof, without prejudice to this insurance, to the charges whereof the said Insurance Company will contribute, in proportion as the sum insured is to the whole sum at risk. And so the President and Directors aforesaid, are contented, and do hereby bind the capital stock and other common property of the said Insurance Company, to the insured, his executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance, by the insured, at and after the rate of One & ½ gr. per cent. ~~if the risk ends within and pro rata for a longer time~~, until arrival at Fayal

Prem.... $ 5
Policy... 1
$ 6—

AND IT IS HEREBY AGREED, that if the insured shall have made any other insurance upon the Provisions &c aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage, or from one port of lading or discharge to another; and the said Insurance Company shall return the premium, or a ratable part thereof, upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance; provided, that no return premium shall be made for any passage, whereon the risk has once commenced. And in case of any insurance upon the said Provisions &c whether it be for the whole or part of the voyage, subsequent in date to this Policy, the said Insurance Company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent Insurers; and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the Company, from the insured, when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said President and Directors, they discounting interest for anticipating payment. It is also agreed, that in case of capture or detention, the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation, or of the continuance of the detention, (by capture or other arrest,) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall, in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving, and preserving the property insured, in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed, that in the settlement of any loss under this Policy, instead of the customary deduction of one third for new, on the article of metallic sheathing, the following rule shall be observed, and the same shall apply to all cases, whether of partial loss or average, or in determining the question of constructive total loss—viz: From the net cost of metaling or repairing the metal sheathing, after deducting the value of the old metal and nails, there shall be deducted two and a half per cent. for each and every month the metal had been on the vessel when the peril was encountered, upon which the claim is founded; and if the metal had been on the vessel forty months, the loss thereon shall be wholly borne by the assured.

It is also agreed, that the insurers shall not be answerable for any charge, damage, or loss, which may arise in consequence of seizure, or detention, for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular, or colonial court, shall not be conclusive upon the parties, as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed, that this Policy shall be void in case of its being assigned, transferred, or pledged, without the previous consent in writing of the insurers. It is also agreed, that the insured shall not have the right to abandon the vessel, for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment, as of a partial loss, shall exceed half the amount insured; and in case of the total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew, for wages earned, or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship-owners, even although the same shall be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed, that if any dispute shall arise, relating to a loss on this Policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

It is understood and agreed, that catchings shipped home during the voyage, shall be at the risk of the insured without diminution of the value of outfits at the time, and that one fourth of all other catchings shall replace the outfits consumed.

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The assured has liberty to terminate the risk at any time after three years from the date of the vessel's sailing from her home port, provided no loss is claimed; and the risk shall at the expiration of four years from the date of such sailing absolutely cease and determine.

This Company is not liable for leakage of Oil or other liquids, either in general average or partial loss. Premium notes shall be paid in sixty days after the termination of the risk.

Warranted by the assured free from loss or expense arising from capture, seizure, detention, or the consequences of any attempt thereat, any stipulations in the Policy to the contrary notwithstanding.

IN WITNESS WHEREOF, the President of said Fairhaven Mutual Marine Insurance Company hath signed, and the Secretary thereof hath countersigned this Policy, at their Office in Fairhaven, the Nineteenth day of September one thousand eight hundred and fifty Nine.

John Akens Secretary.

President.